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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16
17 **FOR THE COUNTY OF LOS ANGELES**

18 FRANCISCO LOMELI, individually, and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 PHARMAVITE, LLC, a limited liability
23 company; and DOES 1 through 10, inclusive,

24 Defendants

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 20 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Brigitte De La Rosa, Deputy

Case No.: 20STCV09861

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

[Amended As of Right Pursuant to Labor
Code Section 2699.3(2)(C)]

1. Failure to Pay Minimum and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
6. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
7. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
8. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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PRAYER FOR RELIEF.....

DEMAND FOR JURY TRIAL

1 Plaintiff Francisco Lomeli ("Plaintiff"), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Pharmavite, LLC, and Does 1
6 through 10 (Pharmavite, LLC and Does 1 through 10 are collectively referred to as
7 "Defendants") for California Labor Code violations and unfair business practices stemming from
8 Defendants' failure to pay minimum and straight time wages, failure to pay overtime wages,
9 failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain
10 accurate records of hours worked and meal periods, failure to timely pay all wages to terminated
11 employees, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Seventh Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. As such, and based
20 upon all the facts and circumstances incident to Defendants' business in California, Defendants
21 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
22 Commission ("IWC"), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period Defendants
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
26 wages, straight time wages, and overtime wages in compliance with the
27 California Labor Code and IWC Wage Orders;

- 1 (b) Failing to provide employees with timely and duty-free meal periods in
2 compliance with the California Labor Code and IWC Wage Orders, failing
3 to maintain accurate records of all meal periods taken or missed, and
4 failing to pay an additional hour's pay for each workday a meal period
5 violation occurred;
- 6 (c) Failing to authorize and permit employees to take timely and duty-free rest
7 periods in compliance with the California Labor Code and IWC Wage
8 Orders, and failing to pay an additional hour's pay for each workday a rest
9 period violation occurred;
- 10 (d) Willfully failing to pay employees all minimum wages, straight time
11 wages, overtime wages, meal period premium wages, and rest period
12 premium wages due within the time period specified by California law
13 when employment terminates; and
- 14 (e) Failing to maintain accurate records of the hours that employees worked.
- 15 (f) Failing to provide employees with accurate, itemized wage statements
16 containing all the information required by the California Labor Code and
17 IWC Wage Orders.

18 5. On information and belief, Defendants, and each of them were on actual and
19 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
20 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
21 willful and deliberate.

22 6. At all relevant times, Defendants were and are legally responsible for all of the
23 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
24 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
25 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
26 "respondeat superior".
27
28

THE PARTIES

A. Plaintiff

7. Plaintiff Francisco Lomeli is a California resident that worked for Defendants in the State of California as a driver from approximately May 1997 to July 2019.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Pharmavite, LLC is:

- (a) A California limited liability company with its principal place of business in Los Angeles, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Pharmavite, LLC suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times

1 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
2 the other employees described in the class definitions below, and exercised control over their
3 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
4 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
5 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
6 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
7 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
8 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
9 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
10 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
11 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
12 abetted the conduct of all other Defendants.

13 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14 13. Plaintiff Francisco Lomeli worked for Defendants in the State of California as a
15 driver from 1997 to July 2019. During this time, Defendants classified Plaintiff as non-exempt
16 and typically scheduled Plaintiff to work 5 days per workweek, and in excess of 8 hours each
17 workday.

18 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
19 worked (including minimum wage and overtime wages), failed to provide Plaintiff with
20 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
21 periods, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
22 employment, and failed to furnish accurate wage statements to Plaintiff. As discussed below,
23 Plaintiff's experience working for Defendants was typical and illustrative.

24 15. Throughout the statutory period, Defendants maintained a policy and practice of
25 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Defendants
26 maintained a policy of not permitting Plaintiff and the Class to clock into work more than 3
27 minutes early each workday. At the same time, if Plaintiff and the Class was late to work, they
28 would receive a warning regarding tardiness. As a result, Plaintiff and the Class regularly

1 arrived early to work in order to wait to clock into work. Further, due to the long lines to clock
2 into work, Plaintiff and the Class were regularly required to wait approximately 2 to 3 minutes in
3 line in order to clock into work. Plaintiff and the Class experienced the same line when clocking
4 back into work after meal periods. Additionally, at least 2 times per workweek, Plaintiff and the
5 Class were required to change out of their uniforms after clocking out of work at the end of the
6 workday, which took approximately 5 to 10 minutes. Prior to approximately 2018, Plaintiff and
7 the Class were required to change into their uniforms before clocking into work at the start of the
8 workday. After approximately 2018, Defendants permitted Plaintiff and the Class to change into
9 their uniforms after clocking into work. In maintaining a practice of not paying all wages owed,
10 Defendants failed to maintain accurate records of the hours Plaintiff and the Class worked.

11 16. Throughout the statutory period, Defendants have wrongfully failed to provide
12 Plaintiff and the Class with legally compliant meal periods. Defendants regularly, but not
13 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without
14 providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
15 of work, or without compensating Plaintiff and the Class for meal periods that were not provided
16 by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform
17 Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or,
18 for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendants did
19 not have adequate written policies or practices providing meal periods for Plaintiff and the Class,
20 nor did Defendants have adequate policies or practices regarding the timing of meal periods.
21 Further, Plaintiff and the Class were required to wait in line in order to clock back into work after
22 their meal period. However, Plaintiff and the Class received warnings in the event they returned
23 after 30 minutes, which required meal periods to be less than 30 minutes in length. Also,
24 Plaintiff and the Class were required to clock out for meal periods at a specific timekeeping
25 machine, which required employees to walk over 5 minutes in order to arrive at the break room.
26 Plaintiff asked and complained that employees should be allowed to clock out for meal periods at
27 the timekeeping machine closest to the break room, but Defendants denied that request, and
28 instead required Plaintiff and the Class to clock out farther away, reducing the meal periods

1 further. Defendants also did not have adequate policies or practices to document and verify
2 whether Plaintiff and the Class were taking their required meal periods. Accordingly,
3 Defendants' policy and practice was to not provide meal periods to Plaintiff and the Class in
4 compliance with California law.

5 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
6 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants
7 regularly, but not always, required Plaintiff and the Class to work in excess of four consecutive
8 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous
9 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
10 without compensating Plaintiff and the Class for rest periods that were not authorized or
11 permitted. Defendants did not adequately inform Plaintiff and the Class of their right to take a
12 rest period. Moreover, Defendants did not have adequate policies or practices permitting or
13 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
14 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
15 practices to verify whether Plaintiff and the Class were taking their required rest periods. Also,
16 Defendants maintained a practice of not permitting Plaintiff and the Class to leave the work
17 premises during rest periods. Further, Defendants did not maintain accurate records of employee
18 work periods, and therefore Defendants cannot demonstrate that Plaintiff and the Class took rest
19 periods during the middle of each work period. Accordingly, Defendants' policy and practice
20 was to not authorize and permit Plaintiff and the Class to take rest periods in compliance with
21 California law.

22 18. Throughout the statutory period, Defendants willfully failed and refused to timely
23 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
24 wages, straight time wages, overtime wages, meal period premium wages, and rest period
25 premium wages. This included the failure to time pay the final paycheck to Plaintiff and the
26 Class.

27 19. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
28 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross

1 and net wages earned (including correct hours worked, correct wages earned for hours worked,
2 correct overtime hours worked, correct wages for meal periods that were not provided in
3 accordance with California law, and correct wages for rest periods that were not authorized and
4 permitted to take in accordance with California law). As a result of these violations of California
5 Labor Code § 226(a), the Plaintiff and the Class suffered injury because, among other things:

- 6 (a) the violations led them to believe that they were not entitled to be paid
7 minimum wages, overtime wages, meal period premium wages, and rest
8 period premium wages to which they were entitled, even though they were
9 entitled;
- 10 (b) the violations led them to believe that they had been paid the minimum,
11 overtime, meal period premium, and rest period premium wages, even
12 though they had not been;
- 13 (c) the violations led them to believe they were not entitled to be paid
14 minimum, overtime, meal period premium, and rest period premium wages
15 at the correct California rate even though they were;
- 16 (d) the violations led them to believe they had been paid minimum, overtime,
17 meal period premium, and rest period premium wages at the correct
18 California rate even though they had not been;
- 19 (e) the violations hindered them from determining the amounts of minimum,
20 overtime, meal period premium, and rest period premium owed to them;
- 21 (f) in connection with their employment before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have
23 to perform mathematical computations to determine the amounts of wages
24 owed to them, computations they would not have to make if the wage
25 statements contained the required accurate information;
- 26 (g) by understating the wages truly due them, the violations caused them to
27 lose entitlement and/or accrual of the full amount of Social Security,
28 disability, unemployment, and other governmental benefits;

1 (h) the wage statements inaccurately understated the wages, hours, and wages
2 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
3 Class were paid less than the wages and wage rates to which they were
4 entitled.

5 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
6 226(e), including actual damages.

7 **CLASS ACTION ALLEGATIONS**

8 20. Plaintiff brings certain claims individually, as well as on behalf of each and all
9 other persons similarly situated, and thus, seeks class certification under California Code of Civil
10 Procedure § 382.

11 21. All claims alleged herein arise under California law for which Plaintiff seeks relief
12 authorized by California law.

13 22. The proposed Class consists of and is defined as:

14 All persons who worked for any Defendant in California as an hourly paid, non-
15 exempt employee, at any time during the period beginning four years before the
16 filing of the initial complaint in this action and ending when notice to the Class
is sent.

17 23. At all material times, Plaintiff was a member of the Class.

18 24. Plaintiff undertakes this concerted activity to improve the wages and working
19 conditions of all Class Members.

20 25. There is a well-defined community of interest in the litigation and the Class is
21 readily ascertainable:

22 (a) Numerosity: The members of the Class (and each subclass, if any) are so
23 numerous that joinder of all members would be unfeasible and impractical.
24 The membership of the entire Class is unknown to Plaintiff at this time,
25 however, the Class is estimated to be greater than 100 individuals and the
26 identity of such membership is readily ascertainable by inspection of
27 Defendants' records.
28

1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
2 the interests of each Class Member with whom there is a shared, well-
3 defined community of interest, and Plaintiff's claims (or defenses, if any)
4 are typical of all Class Members' claims as demonstrated herein.

5 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
6 the interests of each Class Member with whom there is a shared, well-
7 defined community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
9 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
10 the rules governing class action discovery, certification, and settlement.
11 Plaintiff has incurred, and throughout the duration of this action, will
12 continue to incur costs and attorneys' fees that have been, are, and will be
13 necessarily expended for the prosecution of this action for the substantial
14 benefit of each class member.

15 (d) Superiority: A Class Action is superior to other available methods for the
16 fair and efficient adjudication of the controversy, including consideration
17 of:

- 18 1) The interests of the members of the Class in individually
19 controlling the prosecution or defense of separate actions;
- 20 2) The extent and nature of any litigation concerning the controversy
21 already commenced by or against members of the Class;
- 22 3) The desirability or undesirability of concentrating the litigation of
23 the claims in the particular forum; and
- 24 4) The difficulties likely to be encountered in the management of a
25 class action.

26 (e) Public Policy Considerations: The public policy of the State of California
27 is to resolve the California Labor Code claims of many employees through
28 a class action. Indeed, current employees are often afraid to assert their

1 rights out of fear of direct or indirect retaliation. Former employees are
2 also fearful of bringing actions because they believe their former
3 employers might damage their future endeavors through negative
4 references and/or other means. Class actions provide the class members
5 who are not named in the complaint with a type of anonymity that allows
6 for the vindication of their rights at the same time as their privacy is
7 protected.

8 26. There are common questions of law and fact as to the Class (and each subclass, if
9 any) that predominate over questions affecting only individual members, including without
10 limitation, whether, as alleged herein, Defendants have:

- 11 (a) Failed to pay Class Members for all hours worked, including minimum
12 wages, straight time wages, and overtime wages;
- 13 (b) Failed to provide meal periods and pay meal period premium wages to
14 Class Members;
- 15 (c) Failed to authorize and permit rest periods and pay rest period premium
16 wages to Class Members;
- 17 (d) Failed to promptly pay all wages due to Class Members upon their
18 discharge or resignation;
- 19 (e) Failed to maintain accurate records of all hours Class Members worked,
20 and all meal periods Class Members took or missed; and
- 21 (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
22 result of their illegal conduct as described above.

23 27. This Court should permit this action to be maintained as a class action pursuant to
24 California Code of Civil Procedure § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members;
- 27 (b) A class action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the members of the Class;

- 1 (c) The members of the Class are so numerous that it is impractical to bring all
2 members of the class before the Court;
- 3 (d) Plaintiff, and the other members of the Class, will not be able to obtain
4 effective and economic legal redress unless the action is maintained as a
5 class action;
- 6 (e) There is a community of interest in obtaining appropriate legal and
7 equitable relief for the statutory violations, and in obtaining adequate
8 compensation for the damages and injuries for which Defendants are
9 responsible in an amount sufficient to adequately compensate the members
10 of the Class for the injuries sustained;
- 11 (f) Without class certification, the prosecution of separate actions by
12 individual members of the class would create a risk of:
- 13 1) Inconsistent or varying adjudications with respect to individual
14 members of the Class which would establish incompatible standards
15 of conduct for Defendants; and/or
- 16 2) Adjudications with respect to the individual members which would,
17 as a practical matter, be dispositive of the interests of other
18 members not parties to the adjudications, or would substantially
19 impair or impede their ability to protect their interests, including but
20 not limited to the potential for exhausting the funds available from
21 those parties who are, or may be, responsible Defendants; and,
- 22 (g) Defendants have acted or refused to act on grounds generally applicable to
23 the Class, thereby making final injunctive relief appropriate with respect to
24 the class as a whole.

25 28. Plaintiff contemplates the eventual issuance of notice to the proposed members of
26 the Class that would set forth the subject and nature of the instant action. The Defendants' own
27 business records may be utilized for assistance in the preparation and issuance of the
28 contemplated notices. To the extent that any further notices may be required, Plaintiff would

1 contemplate the use of additional techniques and forms commonly used in class actions, such as
2 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
3 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

4 **FIRST CAUSE OF ACTION**

5 **(Against all Defendants for Failure to Pay Minimum and Straight Time Wages for All**
6 **Hours Worked)**

7 29. Plaintiff incorporates by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 19 in this First Amended Complaint.

9 30. "Hours worked" is the time during which an employee is subject to the control of
10 an employer, and includes all the time the employee is suffered or permitted to work, whether or
11 not required to do so.

12 31. At all relevant times herein mentioned, Defendants knowingly failed to pay to
13 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
14 compensation for each hour worked as alleged above, Defendants willfully violated the
15 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
16 Orders, which require such compensation to non-exempt employees.

17 32. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
18 time wages for all non-overtime hours worked for Defendants.

19 33. By and through the conduct described above, Plaintiff and the Class have been
20 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

21 34. By virtue of the Defendants' unlawful failure to pay additional compensation to
22 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
23 suffered, and will continue to suffer, damages in amounts which are presently unknown to
24 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
25 will be ascertained according to proof at trial.

26 35. By failing to keep adequate time records required by California Labor Code §
27 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
28 compensation due Plaintiff and the Class.

36. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

37. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

38. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

39. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 19 in this First Amended Complaint.

40. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

41. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

42. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

43. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours

1 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class
2 are regularly required to work overtime hours.

3 44. By virtue of Defendants' unlawful failure to pay additional premium rate
4 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
5 Class have suffered, and will continue to suffer, damages in amounts which are presently
6 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
7 ascertained according to proof at trial.

8 45. By failing to keep adequate time records required by Labor Code § 1174(d),
9 Defendants have made it difficult to calculate the full extent of overtime compensation due to
10 Plaintiff and the Class.

11 46. Plaintiff and the Class also request recovery of overtime compensation according
12 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
13 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
14 California Labor Code and/or other statutes.

15 47. California Labor Code § 204 requires employers to provide employees with all
16 wages due and payable twice a month. The Wage Orders also provide that every employer shall
17 pay to each employee, on the established payday for the period involved, overtime wages for all
18 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
19 with all compensation due, in violation of California Labor Code § 204.

20 **THIRD CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Provide Meal Periods)**

22 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 19 in this First Amended Complaint.

24 49. Under California law, Defendants have an affirmative obligation to relieve the
25 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
26 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
27 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
28 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer

1 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
2 violation of Section 226.7 of the California Labor Code for an employer to require any employee
3 to work during any meal period mandated under any Wage Order.

4 50. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
5 and the Class with both meal periods as required by California law. By their failure to permit
6 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
7 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
8 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
9 the applicable Wage Orders.

10 51. Under California law, Plaintiff and the Class are entitled to be paid one hour of
11 additional wages for each workday he or she was not provided with all required meal period(s),
12 plus interest thereon.

13 **FOURTH CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

15 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 19 in this First Amended Complaint.

17 53. Defendants are required by California law to authorize and permit breaks of 10
18 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
19 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
20 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
21 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
22 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
23 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
24 the California Labor Code for an employer to require any employee to work during any rest
25 period mandated under any Wage Order.

26 54. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
27 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
28 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as

1 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
2 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
3 the California Labor Code and the applicable Wage Orders.

4 55. Under California law, Plaintiff and the Class are entitled to be paid one hour of
5 premium wages rate for each workday he or she was not provided with all required rest break(s),
6 plus interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
9 **Penalties)**

10 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 19 in this First Amended Complaint.

12 57. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
13 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
14 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
15 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
16 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
17 quit, in which case the employee is entitled to his or her wages at the time of quitting.

18 58. Within the applicable statute of limitations, the employment of Plaintiff and many
19 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
20 employment of others will be. However, during the relevant time period, Defendants failed, and
21 continue to fail to pay terminated Class Members, without abatement, all wages required to be
22 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
23 seventy-two (72) hours of their leaving Defendants' employ.

24 59. Defendants' failure to pay Plaintiff and those Class members who are no longer
25 employed by Defendants their wages earned and unpaid at the time of discharge, or within
26 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
27 Code §§ 201 and 202.

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

5 61. Plaintiff and the Class are entitled to recover from Defendants their additionally
6 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
7 maximum pursuant to California Labor Code § 203.

8 62. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
9 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
10 incurred in this action.

11 **SIXTH CAUSE OF ACTION**

12 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 13 **Compliant Wage Records)**

14 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein
15 paragraphs 1 through 19 in this First Amended Complaint.

16 64. At all material times set forth herein, California Labor Code § 226(a) provides that
17 every employer shall furnish each of his or her employees an accurate itemized wage statement
18 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
19 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
20 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
21 on written orders of the employee may be aggregated and shown as one item, (5) net wages
22 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
23 employee and the last four digits of his or her social security number or an employee
24 identification number other than a social security number, (8) the name and address of the legal
25 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
26 the corresponding number of hours worked at each hourly rate by the employee.

27 65. Defendants have intentionally and willfully failed to provide employees with
28 complete and accurate wage statements. The deficiencies include, among other things, the

1 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
2 the true "total hours worked by the employee," and the failure to list the true net wages earned.

3 66. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
4 and the Class have suffered injury and damage to their statutorily-protected rights.

5 67. Specifically, Plaintiff and the members of the Class have been injured by
6 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
7 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
8 statements under California Labor Code § 226(a).

9 68. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
10 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
11 a result of having to bring this action to attempt to obtain correct wage information following
12 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
13 laws and regulations.

14 69. Plaintiff and the Class are entitled to recover from Defendants their actual
15 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

16 70. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
17 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
18 Code § 226(h).

19 **SEVENTH CAUSE OF ACTION**

20 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
21 **et seq.)**

22 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 19 in this First Amended Complaint.

24 72. Defendants, and each of them, are "persons" as defined under California Business
25 & Professions Code § 17201.

26 73. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
28 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil

1 Procedure § 1021.5.

2 74. Defendants' activities, as alleged herein, are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code §§ 17200, *et seq.*

5 75. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code, are unlawful and in violation of
8 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
9 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
10 California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Pay Minimum and Straight Time Wages**

12 76. Defendants' failure to pay minimum wages, straight time wages, and other
13 benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity
14 prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Pay Overtime Wages**

16 77. Defendants' failure to pay overtime compensation and other benefits in violation
17 of California Labor Code §§ 510, 1194, and 1198, California Penal Code §§ 484 and 532
18 (obtaining labor through false pretenses), constitutes unlawful and/or unfair activity prohibited
19 by California Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Maintain Accurate Records of All Hours Worked**

21 78. Defendants' failure to maintain accurate records of all hours worked in accordance
22 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
23 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

24 **Failure to Provide Meal Periods**

25 79. Defendants' failure to provide meal periods in accordance with California Labor
26 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
27 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Authorize and Permit Rest Periods**

2 80. Defendants' failure to authorize and permit rest periods in accordance with
3 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
4 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

5 **Failure to Provide Accurate Itemized Wage Statements**

6 81. Defendants' failure to provide accurate itemized wage statements in accordance
7 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
8 prohibited by California Business & Professions Code §§ 17200, *et seq.*

9 82. By and through their unfair, unlawful and/or fraudulent business practices
10 described herein, the Defendants, have obtained valuable property, money and services from
11 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
12 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

13 83. Plaintiff and the Class Members suffered monetary injury as a direct result of
14 Defendants' wrongful conduct.

15 84. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
16 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
17 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
18 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
19 the Class are not obligated to establish individual knowledge of the wrongful practices of
20 Defendants in order to recover restitution.

21 85. Plaintiff, individually, and on behalf of members of the putative class, are further
22 entitled to and do seek a declaration that the above described business practices are unfair,
23 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
24 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
25 practices in the future.

26 86. Plaintiff, individually, and on behalf of members of the putative class, have no
27 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
28 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business

1 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
2 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
3 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
4 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

5 87. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
6 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
7 withholdings.

8 88. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
9 and putative Class Members are entitled to restitution of the wages withheld and retained by
10 Defendants during a period that commences four years prior to the filing of this complaint; a
11 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
12 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
13 1021.5 and other applicable laws; and an award of costs.

14 **EIGHT CAUSE OF ACTION**

15 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of** 16 **2004, Cal. Lab. Code § 2698 et seq.)**

17 89. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs
18 1 through 19 in this First Amended Complaint.

19 90. At all times herein mentioned, Defendants were subject to the Labor Code of the
20 State of California and the applicable Industrial Welfare Commission Orders.

21 91. California Labor Code § 2699(a) specifically provides for a private right of action
22 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
23 law, any provision of this code that provides for a civil penalty to be assessed and collected by
24 the Labor and Workforce Development Agency or any of its departments, divisions,
25 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
26 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
27 herself and other current or former employees pursuant to the procedures specified in Section
28 2699.3."

1 92. Plaintiff has exhausted her administrative remedies pursuant to California Labor
2 Code § 2699.3. March 4, 2020 Plaintiff gave written notice by online filing to the Labor and
3 Workforce Development Agency and by certified mail to Defendants of the specific provisions
4 of the Labor Code that Defendants have violated against Plaintiff and current and former
5 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
6 paid the filing fee on March 4, 2020. At the time of this filing, 65 days has elapsed since
7 Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated
8 that it intends to investigate Defendants' Labor Code violations discussed in the notice.
9 Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code §
10 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
11 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
12 226.3, 558, 1197.1, and 2699(f)(2).

13 93. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
14 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
15 employing labor who willfully fails to maintain accurate and complete records required by
16 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
17 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
18 begins and ends each work period. Meal periods, and total hours worked daily shall also be
19 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
20 keep total hours worked in the payroll period and applicable rates of pay.

21 94. During the time period of employment for Plaintiff and the Aggrieved Employees,
22 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
23 maintain accurate records showing meal periods, and accurate records showing when employees
24 begin and end each work period. Defendants' failure to provide and maintain records required by
25 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
26 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
27 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
28 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an

1 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
2 Employees have suffered and continue to suffer, substantial losses related to the use and
3 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
4 to compel Defendants to fully perform its obligation under state law, all to their respective
5 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
6 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
7 Employees have also suffered an injury in that they were prevented from knowing,
8 understanding, and disputing the wage payments paid to them.

9 95. Based on the conduct described in this First Amended Complaint, Plaintiff is
10 entitled to an award of civil penalties on behalf of herself, the State of California, and similarly
11 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
12 an amount to be shown according to proof at trial. These penalties are in addition to all other
13 remedies permitted by law.

14 96. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
15 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
16 any action shall be entitled to an award of reasonable attorney's fees and costs."

17 **PRAYER FOR RELIEF**

18 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
19 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
20 follows:

21 **Class Certification**

- 22 1. That this action be certified as a class action with respect to the First, Second,
23 Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;
- 24 2. That Plaintiff be appointed as the representative of the Class; and
- 25 3. That counsel for Plaintiff be appointed as Class Counsel.

26 **As to the First Cause of Action**

- 27 4. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all

1 minimum and straight time wages due;

2 5. For general unpaid wages and such general and special damages as may be
3 appropriate;

4 6. For pre-judgment interest on any unpaid compensation commencing from the date
5 such amounts were due;

6 7. For liquidated damages;

7 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
8 California Labor Code § 1194(a); and,

9 9. For such other and further relief as the Court may deem equitable and appropriate.

10 As to the Second Cause of Action

11 10. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
13 overtime wages due;

14 11. For general unpaid wages at overtime wage rates and such general and special
15 damages as may be appropriate;

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

18 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and,

20 14. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Third Cause of Action

22 15. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

24 16. For unpaid meal period premium wages as may be appropriate;

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

27 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
28 and for costs of suit incurred herein; and

1 19. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Fourth Cause of Action

3 20. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

5 21. For unpaid rest period premium wages as may be appropriate;

6 22. For pre-judgment interest on any unpaid compensation commencing from the date
7 such amounts were due;

8 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
9 and for costs of suit incurred herein; and

10 24. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Fifth Cause of Action

12 25. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
14 termination of the employment;

15 26. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 27. For statutory wage penalties pursuant to California Labor Code § 203 for former
18 employees who have left Defendants' employ;

19 28. For pre-judgment interest on any unpaid wages from the date such amounts were
20 due;

21 29. For reasonable attorneys' fees and for costs of suit incurred herein; and

22 30. For such other and further relief as the Court may deem equitable and appropriate.

23 As to the Sixth Cause of Action

24 31. That the Court declare, adjudge and decree that Defendants violated the record
25 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
26 willfully failed to provide accurate itemized wage statements thereto;

27 32. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 33. For actual damages pursuant to California Labor Code § 226(e);

2 34. For injunctive relief to ensure compliance with this section, pursuant to California
3 Labor Code § 226(h);

4 35. For reasonable attorneys' fees and for costs of suit incurred herein; and

5 36. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Seventh Cause of Action

7 37. That the Court declare, adjudge and decree that Defendants violated California
8 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
9 (including minimum, straight time, and overtime wages), failing to provide meal periods, failing
10 to authorize and permit rest periods, and failing to maintain accurate records of all hours worked,
11 and failing to furnish accurate wage statements;

12 38. For restitution of unpaid wages to Plaintiff and all Class Members and
13 prejudgment interest from the day such amounts were due and payable;

14 39. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

17 40. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure § 1021.5;

19 41. For injunctive relief to ensure compliance with this section, pursuant to California
20 Business & Professions Code §§ 17200, *et seq.*; and,

21 42. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Eighth Cause of Action

23 43. That the Court declare, adjudge and decree that Defendants violated the California
24 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
25 overtime wages), failing to provide meal periods, failing to maintain accurate records of meal
26 periods, failing to authorize and permit rest periods, failing to maintain accurate records of all
27 hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay
28 final wages at termination, and failing to furnish accurate wage statements;

1 44. For all actual, consequential and incidental losses and damages, according to
2 proof;

3 45. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
4 other applicable Labor Code provisions;

5 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code § 2699;

7 47. For such other and further relief as the Court may deem equitable and appropriate.
8

9 As to all Causes of Action

10 48. For any additional relief that the Court deems just and proper.

11 Dated: April 20, 2021

Respectfully submitted,

12 MOON & YANG, APC

13 By: 
14 _____

Kane Moon
H. Scott Leviant
Lilit Tunyan
Attorneys for Plaintiff
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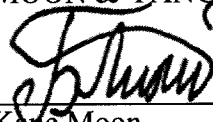
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 20, 2021

MOON & YANG, APC

By: 
Kane Moon
H. Scott Leviant
Lilit Tunyan
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
Los Angeles, California 90017. On April 20, 2021, I served the foregoing document described as:

7 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:**

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
9 addressed as follows:

10 Erika L. Shao
11 Linh T. Hua
12 Arya A. Zare
13 **GORDON REES SCULLY MANSUKHANI, LLP**
14 633 West Fifth Street, 52nd floor
Los Angeles, California 9007
eshao@grsm.com
lhua@grsm.com
azare@grsm.com

15 [X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
16 California, by e-mail delivery on the parties listed herein at their most recent known e-
17 mail address or e-mail of record in this action.

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

20 Executed on April 20, 2021, at Los Angeles, California.

21
22 Jessica Reyes Flores
23 Name

24 
25 Signature