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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOHN LEON, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BBR LOGISTICS LLC, a New York Limited
Liability Company, and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2020-00022074-CU-OE-CTL

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- 1. VIOLATION OF LABOR CODE § 226;**
- 2. VIOLATION OF LABOR CODE §§ 510, 1194, 1194.2, AND 1197.1;**
- 3. VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
- 4. VIOLATION OF LABOR CODE § 226.7;**
- 5. VIOLATION OF CAL. BUS. & PROF. CODE § 17200, ET SEQ.; AND**
- 6. PENALTIES UNDER LABOR CODE § 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT)**

1 Plaintiff JOHN LEON (“Plaintiff”) hereby submits his Class Action Complaint against
2 Defendants BBR LOGISTICS LLC, and DOES 1-50 (hereinafter collectively referred to as
3 “Defendants”) on behalf of himself and the class of all other similarly situated current and
4 former employees of Defendants for failing to provide accurate records, pay overtime wages,
5 provide meal and rest breaks, and for penalties under California Labor Code statutes as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor
8 Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197.1, 2698, *et seq.*, the Unfair
9 Competition Law (the “UCL”), California Business & Professions Code § 17200, *et seq.*, and
10 the California Industrial Welfare Commission’s (“IWC”) Wage Orders.

11 2. This complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees for failure to provide accurate records of Plaintiff and
16 Class Members.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 have engaged in, among other things a system of willful violations of the California Labor Code
19 by creating and maintaining policies, practices and customs that knowingly deny employees the
20 above stated rights and benefits.

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over the violations of the California Labor Code §§
23 201-203, 226, 226.7, 226.8, 510, 512, 1174, 1194, 1194.2, 1197.1, 2698, *et seq.*, the UCL and
24 the Wage Orders.

25 6. Venue is proper in San Diego County because Plaintiff worked for Defendants in
26 San Diego County.

27 **PARTIES**

28 7. Plaintiff JOHN LEON began working for Defendants on or about January 2020

1 and was employed as a delivery driver. Plaintiff's employment ended in February 2020.
2 Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained
3 of in this action in ways that have deprived him of the rights guaranteed to him by California
4 Labor Code §§ 201-203, 226, 226.7, 226.8, 510, 512, 1174, 1194, 1194.2, 1197.1, 2698, *et seq.*,
5 the UCL and the Wage Orders.

6 8. Plaintiff is informed and believes and based thereon alleges, that Defendant BBR
7 LOGISTICS LLC ("Defendant" or "BBR") was and is a New York limited liability company,
8 does business throughout the State of California.

9 9. Plaintiff is informed and believes and based thereon alleges, that at all times
10 herein mentioned Defendant and DOES 1 through 50, are and were corporations, business
11 entities, individuals, and partnerships, licensed to do business and actually doing business in the
12 State of California.

13 10. As such, and based upon all the facts and circumstances incident to
14 Defendants' business, Defendants are subject to California Labor Code § 201-203, 226, 226.7,
15 226.8, 510, 512, 1174, 1194, 1194.2, 1197.1, 2698, *et seq.*, the UCL and the Wage Orders.

16 11. Plaintiff does not know the true names or capacities, whether individual, partner
17 or corporate, of the Defendant sued herein as DOES 1 through 50, inclusive, and for that reason,
18 said Defendants are sued under such fictitious names, and Plaintiff pray for leave to amend this
19 complaint when the true names and capacities are known. Plaintiff is informed and believes and
20 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
21 matters alleged herein and proximately caused Plaintiff and members of the general public and
22 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

23 12. At all times herein mentioned, each of said Defendants participated in the doing
24 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
25 Defendants, and each of them, were the agents, servants and employees of each of the other
26 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
27 acting within the course and scope of said agency and employment.

28 13. Plaintiff is informed and believes and based thereon alleges, that at all times

1 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
2 joint venturer of, or working in concert with each of the other co-Defendants and was acting
3 within the course and scope of such agency, employment, joint venture, or concerted activity.
4 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
5 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
6 Defendants.

7 14. At all times herein mentioned, Defendants, and each of them, were members of,
8 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
9 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

10 15. At all times herein mentioned, the acts and omissions of various Defendants, and
11 each of them, concurred and contributed to the various acts and omissions of each and all of the
12 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
13 herein mentioned, Defendants, and each of them, ratified each and every act or omission
14 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
15 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
16 damages as herein alleged.

17 **CLASS ACTION ALLEGATIONS**

18 16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
19 California Code of Civil Procedure § 382. Plaintiff proposes the following Class Definition:

20 a. All current and former individuals who worked in California as an
21 delivery driver for Defendants from April 6, 2016 to the present.

22 17. **Numerosity:** The members of the Class are so numerous that joinder of all
23 members would be impractical, if not impossible. The identity of the members of the Class is
24 readily ascertainable by review of Defendants' records, including payroll records.

25 18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
26 necessary steps to represent fairly and adequately the interests of the class defined above.
27 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and
28 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class

actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

19. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide accurate itemized wage statements to employees in violation of Labor Code § 226; (b) failing to pay overtime wages for all hours worked in violation of Labor Code §§ 1194, 1194.2, 1197, and 1197.1; (c) failing to provide proper meal and rest breaks in violation of Labor Code §§ 226.7 and 512; and (d) engaging in unfair business practices in violation of the UCL.

20. Plaintiff is informed and believes and based thereon alleges, that this corporate conduct is accomplished with the advance knowledge and designed intent to willfully and intentionally fail to identify the correct legal name of the employer.

21. Plaintiff is informed and believes and based thereon alleges, that Defendants had a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197.1, the UCL and the Wage Orders.

22. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendant's policy and practice of: (a) failing to provide accurate itemized wage statements to employees in violation of Labor Code § 226; (b) failing to pay overtime wages for all hours worked in violation of Labor Code §§ 1194, 1194.2, 1197, and 1197.1; (c) failing to provide proper meal and rest breaks in violation of Labor Code §§ 226.7 and 512; and (d) engaging in unfair business practices in violation of the UCL.

23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the Class members. Plaintiff worked for Defendants as an independent contractor and provided logistics services to Defendants' clients/customers in that basis. Whenever Plaintiff was paid wages for his work, Plaintiff was not provided a wage statement in compliance with Labor Code § 226(a). Defendants regularly failed to pay Plaintiff overtime wages despite working overtime hours. Further, Defendants failed to regular provide Plaintiff with proper meal and rest breaks. Plaintiff is a member of the Class and have suffered the alleged violations of

1 California Labor Code §§201-203, 226, 226.7, 226.8, 510, 512, 1194, 1194.2, and 1197.1.

2 24. The California Labor Code and upon which Plaintiff bases his claims are broadly
3 remedial in nature. These laws and labor standards serve an important public interest in
4 establishing minimum working conditions and standards in California. These laws and labor
5 standards protect the average working employee from exploitation by employers who may seek
6 to take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment.

8 25. The nature of this action and the format of laws available to Plaintiff and
9 members of the Class identified herein make the class action format a particularly efficient and
10 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
11 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
12 advantage since it would be able to exploit and overwhelm the limited resources of each
13 individual Plaintiff with their vastly superior financial and legal resources. Requiring each Class
14 member to pursue an individual remedy would also discourage the assertion of lawful claims by
15 employees who would be disinclined to file an action against their former and/or current
16 employer for real and justifiable fear of retaliation and permanent damage to their careers at
17 subsequent employment.

18 26. The prosecution of separate actions by the individual class members, even if
19 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
20 to individual Class members against the Defendants and which would establish potentially
21 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
22 individual Class members which would, as a practical matter, be dispositive of the interest of the
23 other Class members not parties to the adjudications or which would substantially impair or
24 impede the ability of the Class members to protect their interests. Further, the claims of the
25 individual members of the Class are not sufficiently large to warrant vigorous individual
26 prosecution considering all of the concomitant costs and expenses.

27 27. Such a pattern, practice and uniform administration of corporate policy regarding
28 illegal employee compensation described herein is unlawful and creates an entitlement to

1 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
2 reasonable attorney's fees, and costs of suit according to the mandate of California Labor
3 Code §§ 226, 1194, and Code of Civil Procedure § 1021.5.

4 28. Proof of a common business practice or factual pattern, which the named Plaintiff
5 experienced and are representative of, will establish the right of each of the members of the
6 Plaintiff Class to recovery on the causes of action alleged herein.

7 29. The Plaintiff Class is commonly entitled to a specific fund with respect to the
8 compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly
9 entitled to restitution of those funds being improperly withheld by Defendants. This action is
10 brought for the benefit of the entire class and will result in the creation of a common fund.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE § 226**

13 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

14 30. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 29 as
15 though fully set for herein.

16 31. Defendants failed in their affirmative obligation to provide accurate itemized
17 wage statements. Defendants, as a matter of policy and practice, did not provide accurate
18 records as required under California Labor Code § 226 when Plaintiff and the Class were
19 misclassified as independent contractors. Specifically, Defendants failed to issue itemized wage
20 statements that included the number of piece rates/hours worked, the correct hourly rates, and the
21 gross and net wages earned.

22 32. Such a pattern, practice and uniform administration of corporate policy as
23 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
24 Classes identified herein, in a civil action, for all damages or penalties pursuant to California
25 Labor Code § 226, including interest thereon, attorney's fees, and costs of suit according to the
26 mandate of California Labor Code § 226.

27 **SECOND CAUSE OF ACTION**

28 **VIOLATION OF LABOR CODE §§ 510 AND 1194**

1 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

2 33. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32 as
3 though fully set forth herein.

4 34. This cause of action is brought pursuant to Labor Code §§ 510 and 1194, which
5 require an employer to pay employees overtime wages at a rate of one and one-half the
6 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
7 a workweek.

8 35. Given that Plaintiff and Class Members were misclassified as independent
9 contractors, they were not paid overtime wages for any work performed in excess of eight hours
10 in a workday and/or over 40 hours in a workweek. Defendants had a uniform and corporate
11 pattern and practice and procedure regarding the above practices in violation of Labor Code §§
12 510 and 1194.

13 36. Such a pattern, practice and uniform administration of corporate policy regarding
14 illegal employee compensation as described herein is unlawful and creates an entitlement to
15 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
16 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
17 to the mandate of California Labor Code §§ 510 and 1194.

18 37. Plaintiff is informed and believes, and based thereon allege, that Defendants'
19 willful failure to provide all overtime wages due and owing Plaintiff and Class Members upon
20 separation from employment results in a continued payment of wages up to thirty (30) days from
21 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
22 separated from employment are entitled to compensation pursuant to Labor Code § 203.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

25 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

26 38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as
27 though fully set forth herein.

28 39. Defendants failed in their affirmative obligation to provide all of their employees,

1 including Plaintiff and other members of Class, the opportunity to take meal periods in
2 accordance with the mandates of the California Labor Code and the applicable IWC Wage
3 Order. Plaintiff and other members of Class regularly worked in excess of five (5) hours per day
4 and accordingly had a right to take a 30-minute meal period each day worked in excess of five
5 (5) hours. Furthermore, Plaintiff and other members of Class who worked in excess of ten (10)
6 hours per day had a right to take a second 30-minute meal period each day worked in excess of
7 ten (10) hours.

8 40. As a pattern and practice, Defendants regularly required employees to work
9 through their meal periods and/or take untimely meal breaks without proper compensation and
10 denied Plaintiff and their employees the right to take proper meal periods as required by law.

11 41. Plaintiff is informed and believes and based thereon alleges that Defendants
12 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
13 premium compensation set out in Labor Code § 226.7 and that Plaintiff and those employees
14 similarly situated as him are owed wages for the meal period violations set forth above. Plaintiff
15 is informed and believes and based thereon alleges Defendants' willful failure to provide
16 Plaintiff and other members of Class the wages due and owing them upon separation from
17 employment results in a continued payment of wages up to thirty (30) days from the time the
18 wages were due. Therefore, Plaintiff and other members of Class who have separated from
19 employment are entitled to compensation pursuant to Labor Code § 203.

20 42. Such a pattern, practice and uniform administration of corporate policy as
21 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other
22 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid
23 premium compensation pursuant to Labor Code § 226.7 and 512, including interest thereon,
24 penalties and costs of suit.

25 **FOURTH CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE § 226.7**

27 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS)**

1 43. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42 as
2 though fully set forth herein.

3 44. Defendants failed in their affirmative obligation to provide all of their employees,
4 including Plaintiff and other members of Class, the opportunity to take rest periods in accordance
5 with the mandates of the California Labor Code and the applicable IWC Wage Order. As an
6 initial matter, because Plaintiff and Class Members were misclassified as independent
7 contractors, they were not paid wages for rest periods in violation of Labor Code § 226.7.
8 Moreover, Plaintiff and other members of Class were suffered and permitted to work through
9 legally required rest breaks and were denied the opportunity to take their rest breaks. Plaintiff
10 and other members of Class regularly worked shifts of three and one-half hours (3.5) hours or
11 more per day and accordingly had a right to take a 10-minute rest period each day. Furthermore,
12 Plaintiff and other members of Class who worked shifts of seven and one-half (7.5) hours or
13 more per day had a right to take a second 10-minute rest period. As such, Defendants are
14 responsible for paying premium compensation for missed rest periods pursuant to Labor Code §
15 226.7.

16 45. Plaintiff is informed and believes and based thereon alleges that Defendants
17 willfully failed to pay employees who were not provided the opportunity to take paid rest breaks
18 the premium compensation set out in Labor Code § 226.7 and that Plaintiff and those employees
19 similarly situated as him are owed wages for the rest period violations set forth above. Plaintiff
20 is informed and believes and based thereon alleges Defendants' willful failure to provide
21 Plaintiff and other members of Class the wages due and owing them upon separation from
22 employment results in a continued payment of wages up to thirty (30) days from the time the
23 wages were due. Therefore, Plaintiff and other members of Class who have separated from
24 employment are entitled to compensation pursuant to Labor Code § 203.

25 46. Such a pattern, practice and uniform administration of corporate policy as
26 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other
27 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid
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1 premium compensation pursuant to Labor Code § 226.7, including interest thereon, penalties and
2 costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **VIOLATIONS OF BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

5 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

6 47. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as
7 though fully set forth herein.

8 48. Defendants, and each of them, have engaged and continue to engage in unfair and
9 unlawful business practices in California by misclassifying employees as independent
10 contractors thereby causing employees to pay Defendants' share of employment taxes.

11 49. Plaintiff seeks, individually and on behalf of other members of the Class similarly
12 situated, full restitution of monies, as necessary and according to proof, to restore any and all
13 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
14 complained of herein, including restitution of unpaid overtime and meal and rest break premium
15 wages.

16 50. Defendants' utilization of such unfair and unlawful business practices constitutes
17 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

18 51. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
20 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
21 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
22 working condition standards and conditions due to them under the California laws as specifically
23 described therein.

24 **SIXTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

26 **(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AND ALL SIMILARLY**
27 **AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

28 52. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 51 as

1 though fully set for herein.

2 53. Plaintiff brings this cause of action on behalf as a proxy for the State of California
3 and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's
4 violation of Labor Code §§201-203, 226, 226.7, 226.8, 510, 512, 1174, 1194, 1194.2, and 1197.1
5 from April 22, 2019 through the present.

6 54. Specifically, Plaintiff alleges that Defendant violated Labor Code §226.8 by
7 improperly classifying Plaintiff and aggrieved employees as independent contractors.

8 55. Defendant violated Labor Code §1174 by failing to accurately record the start and
9 end of each of our work periods. Specifically, Defendant failed to record the start and end of
10 their employee's shifts. Further, the Defendant failed to record the start and end of meal breaks
11 for Plaintiff and aggrieved employees. Thus, the Company violated Labor Code §1174.

12 56. Defendant violated Labor Code §1194 by failing to pay overtime wages.
13 Specifically, based on the misclassification as independent contractors, Plaintiff and other
14 similarly situated aggrieved employees were not paid overtime wages on the days that they
15 worked more than 8 hours per day.

16 57. Defendant violated Labor Code §§ 226.7 and 512. Specifically, based on the
17 misclassification as independent contractors, the Defendant required Plaintiff and other similarly
18 situated aggrieved employees to work through our meal breaks and did not pay premium wages
19 for the missed meal breaks.

20 58. Defendant violated Labor Code §§ 226.7 and 512. Specifically, based on the
21 misclassification as independent contractors, Defendant required Plaintiff and other similarly
22 situated aggrieved employees to work through their rest breaks and did not pay premium wages
23 for the missed rest breaks.

24 59. Defendant violated Labor Code §226 by failing to by failing to provide itemized
25 wage statements containing all required information, including without limitation, the number of
26 piece/hourly rates worked, correct hourly rates, gross and net wages earned.

27 60. Defendant violated Labor Code §§ 201-203 by failing to pay all wages earned at
28 termination.

61. On or about April 22, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) and to Defendants regarding Defendant’s violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197.1, the UCL and the Wage Orders pursuant to Labor Code § 2698, *et seq.*

62. As of the date of the filing of this Complaint, the LWDA has not provided written notice as to whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice and, thus, allowing Plaintiff to proceed under PAGA against Defendants for said violations. Therefore, Plaintiff may seek all applicable penalties under the PAGA.

63. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable remedies under the PAGA for Defendant's violation of Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197.1, the UCL and the Wage Orders, for the time periods described above on behalf of all other Aggrieved Employees, including without limitation, civil penalties under Labor Code § 2699, any remedies under Labor Code § 226.3 and for costs and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed classes;
2. For an order appointing Plaintiff as the representatives of the classes as described herein;
3. For an order appointing Counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for attorneys' fees and costs;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 510, 1194, 1194.2, 1197, and 1197.1, and for costs and attorneys' fees;
6. Upon the Third and Fourth Causes of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 226.7 and 512, and for costs;

1 7. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly
2 effected members of the general public of all funds unlawfully acquired by Defendants by means
3 of any acts or practices declared by this Court to be in violation of Business and Professions
4 Code § 17200, *et seq.*;

5 8. Upon the Sixth Cause of Action, for penalties pursuant to statute as set forth in
6 California Labor Code §§ 226.3, 226.8 and 2699, and for costs and attorneys' fees;

7 9. On all causes of action for attorneys fees and costs as provided by California
8 Labor Code §§ 226 and Code of Civil Procedure § 1021.5, and

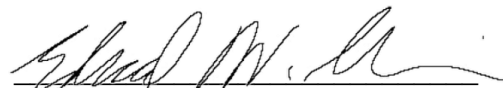
9 10. For such other and further relief the Court may deem just and proper.
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11 Dated: June 26, 2020

Respectfully Submitted,

12 LAW OFFICES OF CHOI & ASSOCIATES

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14 By:



Edward W. Choi, Esq.

Attorney for Plaintiff and the Class
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