

Ramin R. Younessi, Esq. (SBN 175020)
LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 Wilshire Boulevard, Suite 2200
Los Angeles, California 90010
Telephone: (213) 480-6200
Facsimile: (213) 480-6201

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff,
JOSE BALTAZAR REYES COREAS individually and on behalf of others similarly situated and as an
aggrieved employee and Private Attorney General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JOSE BALTAZAR REYES COREAS,
individually and on behalf of others similarly
situated and as an aggrieved employee and
Private Attorney General

Plaintiff,

v.

OAKRIDGE LANDSCAPE, INC., a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV11184

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 4. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §226.7; 512);**
- 5. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 6. UNFAIR COMPETITION (BUS. & PROF.**

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

CODE §17200 ET SEQ.)

- 7. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT (CAL. LABOR CODE §204, 210)**
- 8. FAILURE TO TIMELY PAY FINAL WAGES (CAL. LABOR CODE §201, 202, 203)**
- 9. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2800, 2802)**
- 10. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);**

COMES NOW PLAINTIFF, JOSE BALTAZAR REYES COREAS, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. Plaintiff brings this action against Defendant Oakridge Landscape and DOES 1 THROUGH 20 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, and, failure to reimburse necessary business-related expenses.

2. Plaintiff's First through Ninth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," as defined more fully, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's Tenth Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

5. Plaintiff, JOSE BALTAZAR REYES COREAS, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

1 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant OAKRIDGE LANDSCAPE, INC. (hereinafter referred to as “Defendant” or
3 “Employer”) was and is a California corporation doing business at 28064 Avenue Stanford, Unit #K, in
4 the city of Valencia, in the County of Los Angeles, State of California.

5 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Defendant owned and operated a private landscaping business.

7 8. At all times relevant herein, Defendants and DOES 1-20 were Plaintiff’s employers,
8 joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
9 Commission Order No. 16-2001, and are each an “employer or other person acting on behalf of an
10 employer” as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

11 9. The true names and capacities, whether individual, corporate, associate, or otherwise, of
12 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
13 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
14 complaint to insert the true names and capacities of said Defendants when the same become known to
15 Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously
16 named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff
17 as alleged hereinafter.

18 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
19 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
20 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
21 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
22 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
23 successor status and/or joint venture and with the permission and consent of each of the other
24 Defendants.

25 11. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and
26 each of them, including those defendants named as DOES 1-20, acted in concert with one another to
27 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
28 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to

1 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges,
2 that Defendants, and each of them, including those defendants named as DOES 1-20, and each of them,
3 formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful
4 acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
5 intended to cause and actually causing Plaintiff harm.

6 12. Whenever and wherever reference is made in this complaint to any act or failure to act
7 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
8 and/or failures to act by each Defendant acting individually, jointly and severally.

9 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

10 13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
11 unity of interest and ownership between Defendant and DOES 1-20 that the individuality and
12 separateness of defendants have ceased to exist.

13 14. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
14 of purported corporate existence, Defendant and DOES 1-20 are, in reality, one and the same,
15 including, but not limited to because:

16 a. Defendant is completely dominated and controlled by DOES 1-20, who
17 personally committed the frauds and violated the laws as set forth in this complaint, and who have
18 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
19 some other wrongful or inequitable purpose.

20 b. Defendant and DOES 1-20 derive actual and significant monetary benefits by
21 and through one another's unlawful conduct, and by using one another as the funding source for their
22 own personal expenditures.

23 c. Defendant and DOES 1-20, while really one and the same, were segregated to
24 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
25 accomplishing some other wrongful or inequitable purpose.

26 d. Defendant does not comply with all requisite corporate formalities to maintain a
27 legal and separate corporate existence.

1 e. The business affairs of Defendant and DOES 1-20 are, and at all times relevant
2 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
3 inextricable confusion. Defendant is, and at all times relevant hereto was, used by DOES 1-20 as a mere
4 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of
5 DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that
6 it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the
7 Government Code and other statutory violations. The corporate existence of Defendant and DOES 1-20
8 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid
9 fraud and injustice to Plaintiff herein.

10 15. Accordingly, Defendant constitutes the alter ego of DOES 1-20, and the fiction of their
11 separate corporate existence must be disregarded.

12 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
13 thereon alleges that Defendant and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
14 enterprise, and that Plaintiff was an employee of Defendant and DOES 1-20. Plaintiff performed
15 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
16 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
17 which Defendants' business was and is conducted.

18 17. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
19 between DOES 1-20, Defendant, or any of them, (1) there is an express or implied agreement of
20 assumption pursuant to which Defendant and/or DOES 1-20 agreed to be liable for the debts of the
21 other Defendants, (2) the transaction between Defendant and/or DOES 1-20 and the other Defendants
22 amounts to a consolidation or merger of the two corporations, (3) Defendant and/or DOES 1-20 are a
23 mere continuation of the other Defendants, or (4) the transfer of assets to Defendant and/or DOES 1-20
24 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendant and/or
25 DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

26 ///

27 ///

28 ///

CLASS ACTION ALLEGATIONS

18. Plaintiff brings the First through Ninth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

19. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's original complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

20. Plaintiff reserves the right to establish other subclasses as appropriate.

21. The Class is ascertainable and there is a well-defined community of interest in the litigation:

- a) Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b) Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c) Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

1 d) Superiority: A class action is superior to other available methods for the fair and
2 efficient adjudication of this litigation because individual joinder of all Class Members
3 is impractical.

4 e) Public Policy Considerations: Certification of this lawsuit as a class action will advance
5 public policy objectives. Employers of this great state violate employment and labor
6 laws every day. Current employees are often afraid to assert their rights out of fear of
7 direct or indirect retaliation. However, class actions provide the Class Members who are
8 not named in the complaint anonymity that allows for the vindication of their rights.

9 22. There are common questions of law and fact as to the Class that predominate over
10 questions affecting only individual members. The following common questions of law or fact, among
11 others, exist as to the members of the Class:

- 12 a) Whether Defendants' failure to pay wages, without abatement, or reduction, in
13 accordance with the California Labor Code was willful;
- 14 b) Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
15 the other Class Members for all hours worked, and missed, short, late or interrupted
16 meal periods and rest breaks in violation of California law;
- 17 c) Whether Defendants required Plaintiff and the other Class Members to work more than
18 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the
19 legally required overtime compensation to Plaintiff and the other Class Members;
- 20 d) Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest
21 periods or required Plaintiff and the other Class Members to work during meal and/or
22 rest periods without compensation;
- 23 e) Whether Defendants failed to pay meal period premium wages to Class Members when
24 they were not provided with a legally compliant meal period;
- 25 f) Whether Defendants failed to pay rest period premium wages to Class Members when
26 they were not authorized and permitted to take legally compliant rest periods;
- 27 g) Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
28

Members for all hours worked;

- h) Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;
- i) Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;
- j) Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- k) Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code section 2802;
- l) Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- m) Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- n) Whether Defendants' conduct was with malice, fraud or oppression;
- o) Whether Defendants' conduct was willful or reckless;
- p) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- q) The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- r) Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

FACTUAL ALLEGATIONS

23. On or about October 1, 2017, Defendants hired Plaintiff to work as a laborer and driver. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily.

24. Between October 1, 2017 and May 19, 2018, Plaintiff's hourly wage rate was \$14.00. During this time period, Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 10 hours per day.

25. Between May 20, 2018 and March 27, 2019, Plaintiff's hourly wage rate was \$15.00. During this time period, Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 10 hours per day.

26. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and the Aggrieved Employees.

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

28. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expense.

1 29. Throughout the time period involved in this case, Defendants have implemented policies
2 and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely and
3 duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved
4 Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff,
5 the Class, and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff,
6 the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
7 regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty
8 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
9 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for
10 shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal
11 periods taken by Plaintiff, the Class, and the Aggrieved Employees.

12 30. Throughout the time period involved in this case, Defendants did not adequately inform
13 Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California
14 law. Moreover, Defendants systematically disregarded their own written policies regarding the
15 provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead,
16 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
17 Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require
18 Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for which they
19 were not compensated.

20 31. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
21 Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
22 interrupted, or shortened in violation of California law. Defendants knew or should have known that
23 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment
24 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
25 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
26 compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to
27 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate
28 of pay when a meal period was missed, short, late, and/or interrupted.

1 32. Throughout the time period involved in this case, Defendants have implemented policies
2 and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking timely
3 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff, the
4 Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
5 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
6 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit,
7 and provide such rest breaks in the middle of each work period.

8 33. Throughout the time period involved in this case, Defendants did not adequately inform
9 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California
10 law. Moreover, Defendants systematically disregarded their own written policies regarding the
11 provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead,
12 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
13 Employees in a way that regularly prohibited them from taking timely and duty free rest periods, and to
14 regularly require Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

15 34. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
16 Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
17 interrupted, or shortened in violation of California law. Defendants knew or should have known that
18 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment of
19 one additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
20 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
21 Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
22 additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay
23 when a rest period was missed, short, late and/or interrupted.

24 35. Throughout the time period involved in this case, Defendants regularly required
25 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although Defendants
26 prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and the Aggrieved
27 Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and the Aggrieved
28

1 Employees were regularly required to perform work off the clock for which they were not
2 compensated.

3 36. Throughout the time period involved in this case, Defendants implemented policies that
4 prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time
5 worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.

6 37. Throughout the time period involved in this case, Defendants routinely required
7 Plaintiff, the Class, and the Aggrieved Employees to undergo security checks after clocking out for
8 their shift. Defendants did not compensate Plaintiff, the Class, and the Aggrieved Employees for spent
9 spend undergoing these security checks.

10 38. Throughout the time period involved in this case, Defendants routinely required
11 Plaintiff, the Class, and the Aggrieved Employees to spend time off-the-clock traveling, to, from, and
12 between different job sites, yet failed to compensate Plaintiff the Class, and Aggrieved Employees for
13 this time, despite such time being outside employees normal commute, and spent under Defendants'
14 direction and control.

15 39. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved
16 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

17 40. Throughout the time period involved in this case, Defendants regularly failed to pay all
18 overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked
19 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
20 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
21 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
22 entitled to receive certain wages for overtime compensation and that they were not receiving wages for
23 overtime compensation.

24 41. Throughout the time period involved in this case, Defendants failed to pay overtime to
25 Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular rates
26 of pay correctly calculated to include all applicable remuneration.

27 42. Throughout the time period involved in this case, Defendants regularly failed to pay
28 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.

1 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
2 entitled to receive at least minimum wages for all hours worked and that they were not receiving at least
3 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
4 failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage
5 pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform work
6 off the clock, requiring Plaintiff, the Class, and the Aggrieved Employees to undergo security checks
7 while off-the-clock, and failing to compensate employees for travel time spent under Defendant's
8 direction and control.

9 43. Throughout the time period involved in this case, Defendants regularly failed to pay
10 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
11 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
12 Employees were entitled to receive all wages owed to them upon termination within the time
13 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
14 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
15 including overtime compensation and minimum wages within any time permissible under California
16 Labor Code section 202.

17 44. Throughout the time period involved in this case, Defendants regularly failed to pay
18 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
19 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
20 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
21 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
22 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
23 period premiums.

24 45. Throughout the time period involved in this case, Defendants regularly failed to provide
25 complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees. Defendants
26 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
27 receive complete and accurate wage statements in accordance with California law, but, in fact, they did
28 not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*

1 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, the correct
2 rates of pay, and the correct name and address of the legal entity of the employer.

3 46. Throughout the time period involved in this case, Defendants regularly failed to keep
4 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants
5 knew or should have known that Defendants were required to keep complete and accurate payroll
6 records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but, in
7 fact, did not keep complete and accurate payroll records.

8 47. Throughout the time period involved in this case, Defendants failed to reimburse
9 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, including
10 but not limited to the use of Plaintiff, the Class, and the Aggrieved Employees personal cell phones and
11 personal vehicles, and for necessary job related tools including gloves, masks, and other safety
12 equipment. Defendants knew or should have known that Defendants were required to reimburse
13 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs,
14 but, in fact, failed to do so in violation of California law.

15 48. Throughout the time period involved in this case, Defendants knew or should have
16 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant
17 to California law. Defendants had the financial ability to pay such compensation, but willfully,
18 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the
19 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
20 profits.

21 49. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
22 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
23 her] under this article."

24 ///

25 ///

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 1182.12, 1194, 1194.2
AGAINST ALL DEFENDANTS

50. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

51. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class Members wages earned and required by 8 Code of Regulations §11160, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

52. As alleged herein, Plaintiff and the Class Members were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

53. Plaintiff and the Class Members have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff and the Class Members are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

54. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50.00 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

55. In addition to the unpaid wages, Plaintiff and the Class Members are entitled to civil penalties in this amount stated above based upon Defendants' underpayment of minimum and overtime wages.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

56. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

57. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff and the Class Members are entitled to at least the minimum wage for every hour worked.

58. At all relevant times, Defendants have employed 26 or more employees.

59. In the four years immediately preceding the filing of this complaint, Defendants failed and refused to pay Plaintiff and the Class Members the legal minimum wage in the State of California, as set forth in Labor Code §1182.12, in each of the following ways:

60. Defendants' failure to pay the legal minimum wage to Plaintiff and the Class Members as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff and the Class Members in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

61. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable attorneys' fees and costs incurred by Plaintiff in this action.

62. In addition, pursuant to Labor Code §1194.2, Plaintiff and the Class Members are entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid.

///

///

///

///

///

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
AGAINST ALL DEFENDANTS

63. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

64. Labor Code §510 requires Defendants to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

65. At all relevant times, Defendants required Plaintiff and the Class Members to work more than eight hours per day and/or more than 40 hours per workweek.

66. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class Members all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

67. As alleged herein, Plaintiff and the Class Members are not exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

68. Thus, for the entirety of the time periods set forth above, Plaintiff and the Class Members are owed overtime wages, above and beyond the minimum wages sought in the preceding cause of action for these same hours.

69. Plaintiff and the Class Members have been deprived of their rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff and the Class Members are entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS
LABOR CODE §§226.7, 512
AGAINST ALL DEFENDANTS

70. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

71. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

72. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

73. In the past four years, Plaintiff and the Class Members regularly worked in excess of five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work. In the past four years, Plaintiff and the Class Members regularly worked in excess of 10 hours per day, and were thereby entitled to take uninterrupted two 30-minute meal periods and two 10-minute rest periods on each day of work.

74. Defendants failed and refused to provide Plaintiff and the Class Members with meal and rest periods, and failed to compensate Plaintiff and the Class Members for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001

75. As alleged herein, Plaintiff and the Class Members are not exempt from the meal and rest break requirements of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001. Consequently, Plaintiff and the Class Members are owed one hour of pay at their regular hourly rate, or the requisite minimum wage, whichever is greater.

76. Plaintiff and the Class Members have been deprived of their rightfully earned compensation for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

1 77. Thus, for the entirety of the time periods set forth above, Plaintiff and the Class
2 Members are entitled to recover such amounts pursuant to Labor Code §226.7(b), plus interest thereon
3 and costs of suit.

4 **FIFTH CAUSE OF ACTION**
5 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
6 **LABOR CODE §§226 ET SEQ.**
7 **AGAINST ALL DEFENDANTS**

8 78. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 79. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
11 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
12 total deductions and net wages earned. An employer who violates these code sections is liable to its
13 employees for the greater of actual damages suffered by the employee, or \$50.00 in statutory penalties
14 for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent
15 pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee
16 is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage
17 statement at all.

18 80. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
19 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
20 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

21 81. At all relevant times, Defendants failed to provide the Plaintiff and the Class Members
22 with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all
23 deductions made, net wages earned, the name and address of the legal entity employing Plaintiff and
24 the Class Members, and all applicable hours and rates in effect during each pay period and the
25 corresponding number of hours worked at each hourly rate by Plaintiff and the Class Members.

26 82. As alleged herein, Plaintiff and the Class Members are not exempt from the
27 requirements of Labor Code §226.

83. This failure has injured Plaintiff and the Class Members by misrepresenting and depriving Plaintiff and the Class Members of hour, wage, and earnings information to which Plaintiff and the Class Members are entitled, causing Plaintiff and the Class Members difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiff and the Class Members not to be paid wages Plaintiff and the Class Members are entitled to, causing Plaintiff and the Class Members to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiff and the Class Members right under Labor Code §226(b) to review itemized wage statement information by inspecting the employer's underlying records, and deceiving Plaintiff and the Class Members regarding their entitlement to overtime, meal period, and rest period wages. For the time periods that Plaintiff and the Class Members were not provided with paystubs at all, Plaintiff and the Class Members aforementioned injuries are presumed as a matter of law.

84. Plaintiff and the Class Members were paid on a weekly basis, and Defendants are liable to Plaintiff and the Class Members for their actual damages, or penalties in the statutory maximum amount of \$4,000.00, whichever is greater.

85. In addition Defendants should be penalized \$250.00 for the first violation, and the remainder of which Defendants are penalized \$1,000.00 each;

86. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other applicable provisions, as well as attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.

AGAINST ALL DEFENDANTS

87. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

88. Defendants' violations of 8 Code of Regulations §11160, Industrial Welfare Commission Order No. 16-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198.5, 2699, and other applicable provisions, as alleged herein, including Defendants' failure

1 and refusal to pay minimum wages, overtime wages, Defendants' failure to provide meal and rest
2 breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants'
3 failure to pay compensation due in a timely manner upon termination or resignation, and Defendants'
4 failure to maintain complete and accurate payroll records for the Plaintiff and the Class Members,
5 constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

6 89. As a result of Defendants' unfair business practices, Defendants have reaped unfair
7 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
8 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

9 90. Defendants' unfair business practices entitle Plaintiff and the Class to seek preliminary
10 and permanent injunctive relief, including but not limited to orders that the Defendants account for,
11 disgorge, and restore to the Plaintiff and the Class Members the overtime compensation and other
12 monies and benefits unlawfully withheld from them.

13 **SEVENTH CAUSE OF ACTION**
14 **FOR FAILURE TO TIMELY PAY FINAL WAGES**
15 **LABOR CODE §201, 202, 203**
16 **AGAINST ALL DEFENDANTS**

17 91. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 92. At all relevant times herein set forth, California Labor Code sections 201 and 202
20 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and if an employee quits his or her employment, his or her
22 wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee
23 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
24 entitled to his or her wages at the time of quitting.

25 93. During the relevant time period, the employment of Plaintiff and many other Class
26 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally
27 and willfully failed to pay Plaintiff and the Class Members who are no longer employed by Defendants
28

1 all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages,
2 overtime wages, within seventy-two (72) hours of their leaving Defendants' employ.

3 94. Defendants' failure to pay Plaintiff and the Class Members who are no longer employed
4 by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
5 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

10 96. Plaintiff and the Class Members who are no longer employed by Defendants are entitled
11 to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty
12 (30) day maximum pursuant to California Labor Code section 203.

13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

15 **LABOR CODE §204, 210**

16 **AGAINST ALL DEFENDANTS**

17 97. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 98. At all times herein set forth, California Labor Code section 204 provides that all wages
20 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
21 month, other than those wages due upon termination of an employee, are due and payable between the
22 16th and 26th day of the month during which the labor was performed.

23 99. At all times herein set forth, California Labor Code section 204 provides that all wages
24 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
25 month, other than those wages due upon termination of an employee, are due and payable between the
26 1st and the 10th day of the following month.

1 100. At all times herein set forth, California Labor Code section 204 provides that all wages
2 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
3 regular payroll period.

4 101. During the relevant time period, Defendants intentionally and willfully failed to pay
5 Plaintiff and the Class Members all wages due to them, within any time period permissible under
6 California Labor Code section 204.

7 102. Plaintiff and the Class Members are entitled to recover all available remedies for
8 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to
9 Labor Code section 210(b)

10 **NINTH CAUSE OF ACTION**
11 **UNREIMBURSED BUSINESS EXPENSES**
12 **LABOR CODE §§ 2800 AND 2802)**
13 **AGAINST ALL DEFENDANTS**

14 103. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 104. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse
17 its employee for all necessary expenditures incurred by the employee in direct consequence of the
18 discharge of his or her job duties or in direct consequence of his or her job duties or in direct
19 consequence of his or her obedience to the directions of the employer.

20 105. Plaintiff and the Class incurred necessary business-related expenses and costs that were
21 not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related
22 expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a
23 result of, including but not limited to, simple negligence.

24 106. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class
25 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from
26 Defendants their business-related expenses and costs incurred during the course and scope of their
27 employment, plus interest accrued from the date on which the employee incurred the necessary
28 expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST ALL DEFENDANTS

107. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

108. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

109. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

110. More than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

111. Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff was entitled to commence a civil action, pursuant to Labor Code §2699.3.

112. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
3 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
4 jointly and severally, as follows:

- 5 1. That this action be certified as a class action;
- 6 2. That Plaintiff be appointed as the representative of the Class;
- 7 3. That counsel for Plaintiff be appointed as Class Counsel;
- 8 4. That Defendants provide to Class Counsel immediately the names and most current/last
9 known contact information (address, e-mail and telephone numbers) of all class members;
- 10 5. For payment of unpaid minimum wage compensation pursuant to Labor Code
11 §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 16-2001 on behalf of
12 Plaintiff and the Class Members;
- 13 6. For liquidated damages pursuant to Labor Code §1194.2, plus interest on behalf of
14 Plaintiff and the Class Members;
- 15 7. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510,
16 1194, Industrial Welfare Commission Order No. 16-2001, and 8 Code of Regulations §11050 on behalf
17 of Plaintiff and the Class Members;
- 18 8. For statutory penalties or damages pursuant to Labor Code §558 on behalf of Plaintiff
19 and the Class Members;
- 20 9. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512
21 on behalf of Plaintiff and the Class Members;
- 22 10. For damages and statutory penalties pursuant to Labor Code §226 on behalf of Plaintiff
23 and the Class Members;
- 24 11. For statutory penalties or damages pursuant to Labor Code §226.3 on behalf of Plaintiff
25 and the Class Members;
- 26 12. For statutory penalties pursuant to California Labor Code section 203 on behalf of
27 Plaintiff and the Class Members;
- 28

1 13. For statutory penalties pursuant to California Labor Code section 210 for violation of
2 Labor Code section 204 on behalf of Plaintiff and the Class Members;

3 14. For statutory penalties pursuant to Labor Code §2699(f), on behalf of Plaintiff and all of
4 Defendants' aggrieved employees

5 15. For prejudgment interest on each of the foregoing at the legal rate from the date the
6 obligation became due through the date of judgment in this matter.

7 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
8 amount according to proof, as follows:

9 16. For injunctive relief compelling Defendants to report to federal and state authorities
10 wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer
11 matching funds, unemployment premiums, social security, Medicare, and workers' compensation
12 premiums, all this in an amount according to the proof;

13 17. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
14 conduct and failure to pay wages and other compensation in accordance with the law;

15 18. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code
16 and/or any other basis;

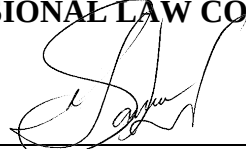
17 19. For post-judgment interest; and

18 20. For any other relief that is just and proper.

19
20 DATED: October 13, 2021

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

21
22
23 By:



Ramin R. Younessi, Esq.
Samvel Geshgian, Esq.
Attorneys for Plaintiff
JOSE BALTAZAR REYES COREAS
individually and on behalf of others similarly
situated and as an aggrieved employee and
Private Attorney General

1
2 DATED: October 13, 2021

PROTECTION LAW GROUP, LLP

3
4 By: 
5 Amir Nayebdadash, Esq.
6 Heather Davis, Esq.
7 Luke Clapp, Esq.
8 Attorneys for Plaintiff
9 JOSE BALTAZAR REYES COREAS
10 individually and on behalf of others similarly
11 situated and as an aggrieved employee and
12 Private Attorney General
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28