

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Romina Tamiry (SBN 328420)
rtamiry@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JOSE GARCIA

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSE GARCIA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2020-00021177-CU-OE-CTL

*[Assigned for all purposes to Hon. Kenneth J.
Medel, Dept. C-66]*

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

- (1) FAILURE TO PAY ALL
OVERTIME WAGES OWED
(LABOR CODE §§ 204, 510, 558,
1194, 1198)**
- (2) FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§
1182.12, 1194, 1194.2, 1197);**
- (3) UNLAWFUL DEDUCTIONS FROM
EARNED WAGES (LABOR CODE §
221);**
- (4) FAILURE TO PAY ALL
PREVAILING WAGES (LABOR
CODE §§ 1720-1861);**

- 1 (5) **FAILURE TO PROVIDE MEAL**
2 **PERIODS (LABOR CODE §§ 226.7,**
3 **512, 558);**
4
5 (6) **FAILURE TO AUTHORIZE AND**
6 **PERMIT ALL REST PERIODS**
7 **(LABOR CODE §§ 226.7, 516, 558);**
8
9 (7) **FAILURE TO PROVIDE**
10 **ACCURATE, ITEMIZED WAGE**
11 **STATEMENTS (LABOR CODE §**
12 **226 *et seq.*);**
13
14 (8) **FAILURE TO INDEMNIFY ALL**
15 **NECESSARY BUSINESS**
16 **EXPENDITURES (LABOR CODE §**
17 **2802);**
18
19 (9) **FAILURE TO PAY ALL WAGES**
20 **OWED UPON TERMINATION**
21 **(LABOR CODE §§ 201-203);**
22
23 (10) **UNFAIR COMPETITION (BUS &**
24 **PROF CODE § 17200 *et seq.*; and**
25
26 (11) **CIVIL PENALTIES UNDER THE**
27 **LABOR CODE PRIVATE**
28 **ATTORNEYS GENERAL ACTION**
OF 2004 (LABOR CODE § 2698 *et*
***seq.*)**

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiff Jose Garcia (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Turn Key Scaffold, LLC, a California limited liability company; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages, interest, and penalties under California Business &
8 Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 218 *et seq.*, 221, 226 *et seq.*, 226.7,
9 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1720-1861, 2802, 2698 *et seq.*, and
10 Industrial Welfare Commission Wage Order 16 (“Wage Order 16”), in addition to seeking
11 declaratory relief and restitution. This FAC is brought pursuant to California Code of Civil
12 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
13 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of San Diego. Defendants own, maintain offices, transact business, have agent(s) within
18 the County of San Diego, and/or otherwise are found within the County of San Diego, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit¹ in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26

27 ¹ Pursuant to California Judicial Counsel Emergency Rule 9, statutes of limitations of more than
28 180 days are suspended from April 6, 2020 through October 1, 2020. Accordingly, the relevant
time period for each cause of action pled herein have been calculated based on a filing date of
April 6, 2020. *See*, Cal. Rules of Court, emergency rule 9.

herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 218 *et seq.*, 221, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1720-1861, 2802, 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage Order 16, which sets employment standards for the construction occupations, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding April 6, 2020 and continuing to the present, Defendants did (and continue to do) business by providing scaffolding services to its clients, including without limitation, the United States Navy. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, San Diego County and the state of California and, therefore, were (and are) doing business in San Diego County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 23) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
5 members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Defendants provide scaffolding services to their clients during the time period
8 relevant to this action in California, including, but not limited to, the city of San Diego. Plaintiff
9 was employed by Defendants as a non-exempt employee from approximately September 2019
10 through approximately March 13, 2020. Plaintiff was a Journeyman and performed various job
11 duties throughout his employment including, without limitation, providing scaffolding services
12 at the various locations of Defendants' customers.

13 10. During his employment with Defendants, Plaintiff was not paid for time worked
14 at the yard during the workday. For example, Plaintiff often was required to arrive at Defendants'
15 yard to collect and prepare the materials for the assigned project and travel to the job worksite by
16 6:30 a.m. Despite this compensable work at the yard and then traveling to the worksite,
17 Defendants only paid Plaintiff starting from the time he arrived at the job worksite (*i.e.* 6:30 a.m.).
18 Similarly, Plaintiff was never paid for compensable time worked traveling from the job worksite
19 to the yard and/or time worked at the yard when Plaintiff was required to return to the yard at the
20 end of the work day to turn in his daily reports.

21 11. Defendants maintained a uniform policy or practice of failing to accurately record
22 all time worked by Plaintiff and similarly situated employees. Instead, Defendants maintained a
23 uniform policy or practice of requiring Plaintiff to sign in on handwritten timesheets at the job
24 worksite, but not record his actual time the employee started working and stopped working.
25 Because Plaintiff was often arriving at the yard before and/or after going to and/or returning from
26 the job worksite (which were the locations of Defendants' customers) Plaintiff would often work
27 approximately 30 minutes or more per day without being paid. This practice by Defendants
28 resulted in Defendants not properly tracking the time worked by Plaintiff, and also resulted in

1 Defendants not paying Plaintiff for all wages owed for the work he performed, including failing
2 to pay him all required minimum and overtime wages.

3 12. Throughout Plaintiff's employment with Defendants, Defendants would keep
4 track of Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round
5 Plaintiff's work time such that Plaintiff would not be fully paid for all time worked. Specifically,
6 as a result of the use of handwritten timesheets, Defendants directed Plaintiff to only record
7 rounded hours and not his actual start and stop time. This time shaving/rounding practice utilized
8 by Defendants was not-even handed over time and would round and shave in Defendants' favor
9 such that Plaintiff was routinely underpaid for his time worked. Further, during Plaintiff's
10 employment with Defendants, he often worked in excess of 8 hours per workday and/or 40 hours
11 per work week, and therefore, had Plaintiff been properly paid for all of the time that he actually
12 worked, he would have been paid additional minimum and/or overtime wages. This practice by
13 Defendants resulted in Defendants not properly tracking the time worked by Plaintiff, and also
14 resulted in Defendants paying Plaintiff less than he was owed for the work he performed,
15 including failing to pay him all required minimum and overtime wages.

16 13. Additionally, Defendants had a policy or practice of deducting safety gear
17 expenses from Plaintiff and other non-exempt employees' earned wages in violation of California
18 Labor Code section 221. Defendants' owner would provide Plaintiff and other non-exempt
19 employees with safety gear including without limitation, ear plugs, safety goggles, and gloves.
20 However, Defendants owner would charge Plaintiff and the other non-exempt employees
21 anywhere from \$0.25 up to \$2.00 per item and deduct the expenses from their earned wages. For
22 example, on his January 10, 2020 Earnings Statement, Defendants unlawfully deducted \$1.50
23 from Plaintiff's earned wages. Plaintiff is informed and believes, and thereon alleges, that
24 Defendants consistently deducted safety gear related expenses from his earned wages. Further,
25 Plaintiff did not authorize Defendants to deduct such expenses from his earned wages. As a result,
26 Defendants failed to pay Plaintiff and other non-exempt employees all of their minimum and
27 overtime wages owed.

28 14. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided

1 all required meal periods due to Defendants' meal period policies and practices, which fail to
2 provide 30-minute first meal periods before the end of the fifth hour of work. Specifically,
3 Defendants provided the meal period to Plaintiff and the other non-exempt employees at 11:30
4 a.m. every day. However, Plaintiff is informed and believes, and thereon alleges, that as a result
5 of Defendants' failure to consider the compensable time worked before arriving at the job
6 worksite as time worked for purposes of providing a meal period before the end of the fifth hour
7 of work, the meal periods were untimely or otherwise unlawful. Further, Defendants did not
8 require Plaintiff and the other non-exempt employees to clock in and out for their meal periods.
9 Therefore, despite Defendants' failure to keep any records of Plaintiff's meal periods, Plaintiff is
10 informed and believes that Defendants unlawfully and automatically deducted thirty minutes from
11 Plaintiff's work time each shift for a purported meal period regardless of whether or not a meal
12 period was taken and regardless of whether the meal period, if taken, was less than 30 minutes in
13 length.

14 15. Further, Defendants' meal period policies and practices fail to provide Plaintiff
15 and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result,
16 when Plaintiff worked in excess of 10.0 hours, he was not provided with a second 30-minute meal
17 period in violation of California law.

18 16. Although Plaintiff was not provided with all legally-compliant meal periods to
19 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
20 premium for each workday in which he experienced a meal period violation as mandated by Labor
21 Code § 226.7. Upon information and belief during at least a portion of the class period,
22 Defendants maintained no payroll code or other mechanism for the payment of meal period
23 premium payments under Labor Code § 226.7 in the event that a legally compliant meal period
24 was not provided to Plaintiff and their non-exempt employees.

25 17. Plaintiff was also not authorized and permitted to take all required rest periods due
26 to Defendants' rest period policies and practices. Defendants' rest period policies and practices
27 fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*.
28 Further, Plaintiff was unable to take any of his required rest periods due to heavy work demands.

1 Additionally, during the relevant time period, Defendants required Plaintiff to consent and
2 “accept a one hour lunch, with half that time being paid (1/2 hour) in exchange for the two fifteen
3 minute breaks during my eight hour shifts.” Further, Defendants maintain a facially non-
4 compliant rest period policy which expressly states, “[a]s part of orientation, each employee
5 signed a consent whereby the break periods and the rest breaks are merged such that each
6 employee receives a full hour for meal period, of which only 30 minutes is off the clock.”
7 Accordingly, Defendants’ rest period policies and practices fail to authorize and permit rest
8 periods altogether.

9 18. On those occasions when Plaintiff was not authorized and permitted to take all
10 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
11 with the required rest period premium for each workday in which he experienced a rest period
12 violation as mandated by Labor Code § 226.7. Further, upon information and belief during at
13 least a portion of the class period, Defendants maintained no payroll code or other mechanism for
14 the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally
15 compliant rest period was not provided to their non-exempt employees.

16 19. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
17 necessary business expenses incurred during the relevant time period. Specifically, Defendants
18 required Plaintiff to use his personal vehicle to travel between the yard and the job worksites.
19 Further, Defendants would unlawfully charge Plaintiff and other non-exempt employees, and
20 unlawfully deduct from their wages, \$0.25 to \$3.00 for safety gear including without limitation,
21 ear plugs, safety glasses and gloves, all of which Defendants required its employees to use.
22 Accordingly, despite the non-exempt employees being required to use their personal vehicles
23 and/or use safety gear, Defendants did not reimburse Plaintiff or other non-exempt employees for
24 all necessary expenditures or losses incurred by the employee in direct consequence of the
25 discharge of their duties, or of their obedience to the directions of the employer in violation of
26 California law. Additionally, pursuant to Defendants’ New Hire Safety Checklist, Plaintiff and
27 other non-exempt employees were responsible for using their own personal tools to discharge
28 their job duties, including without limitation, hammers, rachets, deep well sockets, and bull nose

1 wire cutters.

2 20. During his employment with Defendants, Defendants contracted and entered into
3 contracts, either as a prime contractor or as a subcontractor, to perform public work throughout
4 the State of California covered by the California Prevailing Wage Law. The public work projects
5 were Defendants have employed Plaintiff and other non-exempt employees and were required to
6 pay prevailing wage included, without limitation, the Rams Stadium in Inglewood, California.
7 Defendants were required to pay, and ensure payment of, the prevailing rate of per diem wages
8 to Plaintiff and the other non-exempt employees performing work on public work projects
9 covered by the California Prevailing Wage Law. However, for instance on the Rams Stadium
10 project, Defendants paid Plaintiff his hourly rate of pay. Therefore, Defendants failed to pay
11 Plaintiff and the other non-exempt employees the prevailing rate of per diem wages including
12 overtime and employee benefits or the value of the employee benefits included in per diem wages,
13 that they are entitled to receive under the California Prevailing Wage Law.

14 21. As a result of Defendants' failure to pay all overtime, minimum and/or prevailing
15 wages owed, as well as meal and rest period premium wages, Defendants maintained inaccurate
16 payroll records and issued inaccurate wage statements to Plaintiff.

17 22. As a further result of Defendants' failure to pay all overtime, minimum and/or
18 prevailing wages owed, and failure to pay all meal and rest period premium wages, Defendants
19 failed to provide pay Plaintiff all wages owed upon his separation of employment with
20 Defendants.

21 **CLASS ACTION ALLEGATIONS**

22 23. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
23 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 24 a. The Overtime Class consists of all of Defendants' current and former non-exempt
25 employees in California who worked in excess of 8 hours in a work day and/or in
26 excess of 40 hours in a work week, and were subject to Defendants' timekeeping
27 policies/practices, during the four years preceding April 6, 2020 through the
28 present.

- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years preceding April 6, 2020 through the present.
- c. The Wage Deduction Class consists of all of Defendants' current and former non-exempt employees in California who had deducted from their wages fees for safety gear, during the four years immediately preceding April 6, 2020 through the present.
- d. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 and/or (ii) who worked at least one shift of over 10.0 hours, during the four years immediately preceding April 6, 2020 through the present.
- e. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours, during the four years immediately preceding April 6, 2020 through the present.
- f. The Prevailing Wage Class consists of all of Defendants' current and former non-exempt employees in California who worked on at least one public works project covered by the California Prevailing Wage Law, during the four years immediately preceding April 6, 2020 through the present.
- g. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Wage Deduction Class; (iv) Meal Period Class; (v) Rest Period Class and/or (vi) Prevailing Wage Class, during the one year immediately preceding April 6, 2020 through the present.
- h. The Waiting Time Penalty Class consists of all members of the: i) Overtime Class; (ii) Minimum Wage Class; (iii) Wage Deduction Class; (iv) Meal Period Class; (v) Rest Period Class and/or (vi) Prevailing Wage Class who separated their employment with Defendants during the three years immediately preceding the April 6, 2020 through the present.

1 i. The Reimbursement Class consists of all of Defendants' current and former non-
2 exempt employees who worked in California and used their personal vehicles in
3 connection with the discharge of their work duties and/or had deducted from their
4 wages amounts for safety gear, during the four years immediately preceding April
5 6, 2020 through the present;

6 j. The UCL Class consists of members of (i) Overtime Class; (ii) Minimum Wage
7 Class; (iii) Wage Deduction Class; (iv) Meal Period Class, (v) Rest Period; (vi)
8 Prevailing Wage Class; (vii) Wage Statement Class; (viii) Waiting Time Penalty
9 Class; and/or (ix) Reimbursement Class during the four years immediately
10 preceding April 6, 2020 through the present

11 24. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court,
12 to amend or modify the description of the various classes with greater specificity or further
13 division into subclasses or limitation to particular issues.

14 25. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
15 joinder of all members would be unfeasible and not practicable. The membership of the Classes
16 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
17 number greater than one hundred (100) individuals. The identity of such membership is readily
18 ascertainable via inspection of Defendants' employment records.

19 26. **Common Questions of Law and Fact Predominate/Well Defined Community**
20 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
21 situated employees, which predominate over questions affecting only individual members. Those
22 common questions include, without limitation:

23 i. Whether Defendants properly paid all minimum wages and/or overtime wages at
24 the regular rate to members of the Minimum Wage Class and Overtime Class
25 pursuant to Labor Code §§ 204, 221, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1,
26 1198, and 1774;

27 ii. Whether Defendants failed to pay the prevailing rate of per diem wages to
28 members of the Prevailing Wage Class pursuant to California Labor Code §§

1720-1861;

- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- vii. Whether Defendants paid all wages owed to its terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203; and
- viii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

27. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform minimum wage, overtime wage and prevailing wage payment, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

28. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum wages, overtime wages, and prevailing wages, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest

1 period premium wages when he was not provided compliant meal periods or not authorized or
2 permitted to take compliant rest periods, was not reimbursed for necessary business expenditures,
3 had expenses for safety gear unlawfully deducted from earned wages, was not provide accurate,
4 itemized wage statements, and was not provided with all wages due upon termination.

5 29. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
6 to represent fairly and adequately the interests of the members of the Classes. Moreover,
7 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
8 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
9 and-hour class actions in state and federal courts in the past and are committed to vigorously
10 prosecuting this action on behalf of the members of the Classes.

11 30. **Superiority:** The California Labor Code is broadly remedial in nature and serves
12 an important public interest in establishing minimum working conditions and standards in
13 California. These laws and labor standards protect the average working employee from
14 exploitation by employers who have the responsibility to follow the laws and who may seek to
15 take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment. The nature of this action and the format of laws available to Plaintiff
17 and members of the Classes make the class action format a particularly efficient and appropriate
18 procedure to redress the violations alleged herein. If each employee were required to file an
19 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
20 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
21 their vastly superior financial and legal resources. Moreover, requiring each member of the
22 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current employer
24 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
25 employment. Further, the prosecution of separate actions by the individual class members, even
26 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would
28 establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 23 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 16. Labor Code § 510 and Wage Order 16, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and Wage Order 16, Section 3 also require an employer to pay an employee double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and the members of the Overtime Class to work in excess of 12 hours in a workday but did not properly compensate Plaintiff and the members of the Overtime Class at double their regular rate

1 of pay for such hours.

2 34. The foregoing practices and policies are unlawful and create entitlement to
3 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
4 amount of overtime premium owing, including interest thereon, as well as statutory penalties,
5 civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,
6 510, 558, 1194 and 1198, Wage Order 16, California Code of Civil Procedure § 1021.5 California
7 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

10 **(AGAINST ALL DEFENDANTS)**

11 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 36. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and
13 1198 which provide that all non-exempt employees are entitled to all minimum wages for all
14 hours worked, and provide a private right of action for the failure to pay all minimum wage
15 compensation for all work performed.

16 37. At all times relevant herein, Defendants were required to properly compensate
17 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California
18 Labor Code §§ 1194, 1197 and 1198, and Wage Order 16. Wage Order 16, Section 4 requires an
19 employer to pay to every employee on the established payday for the period involved not less
20 than the applicable minimum wage for all hours worked in the payroll period. Defendants caused
21 Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not
22 properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum
23 wages for such hours.

24 38. At all times relevant herein, Defendants lacked good faith and had no reasonable
25 grounds for believing that their practices in failing to pay all minimum wages owed at the
26 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,
27 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing
28 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated

1 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
2 Labor Code § 1194.2.

3 39. The foregoing practices and policies are unlawful and create entitlement to
4 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
5 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
6 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
7 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 16, California Code
8 of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§
9 3287(b) and 3289.

10 **THIRD CAUSE OF ACTION**

11 **UNLAWFUL DEDUCTIONS FROM EARNED WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 40. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
14 fully set forth herein.

15 41. This cause of action is brought pursuant to Labor Code § 221, which makes it
16 unlawful for an employer to make deductions from an employee's earned wages.

17 42. Plaintiff and members of the Wage Deduction Class have earned wages deducted
18 for required safety gear equipment including without limitation, ear plugs, safety goggles and
19 gloves.

20 43. Defendants' policy and/or practice of deducting earned wages from Plaintiff and
21 members of the Wage Deduction Class is unlawful and creates an entitlement to recovery by
22 Plaintiff and members of the Wage Deduction Class for unpaid wages, interest, attorneys' fees
23 and costs in a civil action according to Labor Code §§ 218.6, 221, and Code of Civil Procedure §
24 1021.5.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PAY PREVAILING WAGES**

27 **(AGAINST ALL DEFENDANTS)**

28 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 45. The California Prevailing Wage Law, California Labor Code §§ 1720-1861,
2 requires that employers with public contracts pay their laborers, workers, and mechanics on public
3 works projects the general prevailing rate of per diem wages, including overtime at least at the
4 rate of one and one-half the basic rate of pay, as determined by the Director of Industrial Relations.
5 Cal. Lab. Code §§ 510, 1173. Per diem wages include, among other things, employer payment
6 for health and welfare, pension, vacation, travel, and subsistence. *Id.* § 1773.1.

7 46. The California Prevailing Wage Law applies generally to all work done under
8 contract in excess of \$1,000, paid for in whole or in part out of public funds, involving
9 construction, alteration, demolition, installation, repair or maintenance. *Id.* §§ 1720, 1771.

10 47. Each contractor and subcontractor performing public work must keep accurate
11 payroll records showing time worked and actual per diem wages paid, and must verify in writing
12 under penalty of perjury that the information in the payroll records is true and correct, and that
13 the employer has paid the prevailing rate of per diem wages, including, overtime, to all non-
14 exempt employees employed on public works. *Id.* § 1776.

15 48. Defendants contracted to performed public work in the State of California on
16 public works projects covered by the California Prevailing Wage Law.

17 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 employed its non-exempt employees on public works projects throughout the state of California,
19 and has paid its non-exempt employees less than the general prevailing rate of per diem wages,
20 in violation of the California Prevailing Wage Law.

21 50. Defendants' acts and omissions in this regard are willful and not in good faith, and
22 are without reasonable grounds for believing that the alleged acts and omissions are in compliance
23 with the California Prevailing Wage Law.

24 51. As a result of Defendants' acts and omissions in violation of the California
25 Prevailing Wage Law, Plaintiff and the other members of the Prevailing Wage Class have
26 suffered, and continue to suffer, monetary injury.

27 52. Plaintiff and other members of the Prevailing Wage Class are entitled to recover
28 the unpaid balance of the prevailing rate of per diem wages earned, interest, and reasonable

1 attorneys' fees and costs of this suit pursuant to California Labor Code § 1194(a).

2 53. Plaintiff and other members of the Prevailing Wage Class are further entitled to
3 liquidated damages for unpaid wages pursuant to California Labor Code § 1194.2(a), except with
4 respect to overtime compensation.

5 54. Defendants' policy and/or practice of not paying prevailing wages to Plaintiff and
6 members of the Prevailing Wage Class is unlawful and creates an entitlement to recovery by
7 Plaintiff and members of the Prevailing Wage Class for unpaid wages, interest, attorneys' fees
8 and costs in a civil action.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL PERIODS**

11 **(AGAINST ALL DEFENDANTS)**

12 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 failed in their affirmative obligation to provide all of their non-exempt employees in California,
15 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
16 in accordance with the mandates of the California Labor Code and Wage Order 16, § 11. Despite
17 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
18 of the Meal Period Class at their respective regular rates of compensation, in accordance with
19 California Labor Code §§ 226.7, and 512.

20 57. As a result, Defendants are responsible for paying premium compensation for meal
21 period violations including interest thereon, as well as statutory penalties, civil penalties, and
22 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, California Code of
23 Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS**

26 **(AGAINST ALL DEFENDANTS)**

27 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28 59. Wage Order 16, § 12 and California Labor Code §§ 226.7 and 516 establish the

1 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
2 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

3 60. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
4 of the Rest Period Class to take all required rest periods.

5 61. The foregoing violations create an entitlement to recovery by Plaintiff and
6 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
7 owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit
8 according to California Labor Code §§ 226.7, 516, 558, Wage Order 16, California Code of Civil
9 Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

12 **(AGAINST ALL DEFENDANTS)**

13 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 63. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and members of the Wage Statement Class with complete and accurate wage statements with
17 respect to their actual regular and overtime hours worked, total gross wages earned, and total net
18 wages earned, in violation of Labor Code § 226 *et seq.*

19 64. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
20 Class with complete and accurate itemized wage statements resulted in actual injury, as said
21 failures led to, among other things, the non-payment of all earned overtime and minimum wages,
22 prevailing wages, and meal and rest period premium wages, and deprived them of the information
23 necessary to identify the discrepancies in Defendants' reported data.

24 65. Defendants' failures create an entitlement to recovery by Plaintiff and members of
25 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
26 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
27 costs of suit according to California Labor Code § 226 *et seq.*

28 //

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

3 **(AGAINST ALL DEFENDANTS)**

4 66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 67. This cause of action is brought pursuant to Labor Code § 2802, which requires an
6 employer to “indemnify his or her employees for all necessary expenditures or losses incurred by
7 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
8 to the directions of the employer.”

9 68. As alleged herein, and due to their unlawful reimbursement policies and/or
10 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class
11 all of their necessary business expenses, including, among other things, expenses related to his
12 use of his personal vehicle.

13 69. As a proximate result of Defendants’ failure to indemnify Plaintiff and the
14 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
15 and members of the Reimbursement Class are entitled to damages, attorneys’ fees and costs of
16 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
17 § 2802.

18 **NINTH CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

20 **(AGAINST ALL DEFENDANTS)**

21 70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 71. This cause of action is brought pursuant to Labor Code §§ 201-203 which require
23 an employer to pay all wages immediately at the time of termination of employment in the event
24 the employer discharges the employee or the employee provides at least 72 hours of notice of
25 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
26 intent to quit, said employee’s wages become due and payable not later than 72 hours upon said
27 employee’s last date of employment.

28 72. Defendants failed to timely pay Plaintiff all of his final wages at the time of

1 termination, which include, among other things, underpaid minimum, overtime and prevailing
2 wages and meal period and rest period premium wages. Further, Plaintiff is informed and
3 believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants
4 continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of
5 employment in a timely manner pursuant to the requirements of Labor Code §§ 201-
6 203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code §
7 203.

8 73. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
9 Time Penalty Class their earned wages upon separation from employment results in a continued
10 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
11 and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor
12 Code § 203, plus reasonable attorneys' fees and costs of suit.

13 **TENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

16 74. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 75. Defendants have engaged and continue to engage in unfair and/or unlawful
18 business practices in California in violation of California Business and Professions Code § 17200
19 *et seq.*, by failing to pay all overtime, minimum and/or prevailing wages owed, failing to provide
20 all required meal periods and failing to authorize and permit all required rest periods, failing to
21 pay meal and rest period premium wage payments, and failing to reimburse all necessary business
22 expenditures.

23 76. Defendants' utilization of these unfair and/or unlawful business practices deprived
24 Plaintiff and continues to deprive members of the Classes of compensation to which they are
25 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
26 over Defendants' competitors who have been and/or are currently employing workers and
27 attempting to do so in honest compliance with applicable wage and hour laws.

28 77. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

78. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

79. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

ELEVENTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

80. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

81. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 1 a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
2 pay Plaintiff and other aggrieved employees all overtime compensation earned;
- 3 b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
4 Plaintiff and other aggrieved employees the statutory minimum wage for all
5 hours worked;
- 6 c) Defendants violated Labor Code § 221 by unlawfully deducting earned wages
7 from Plaintiff and other aggrieved employees;
- 8 d) Defendants violated Labor Code §§ 1720-1861 by failing to pay the prevailing
9 rate of per diem wages to Plaintiff and the other aggrieved employees;
- 10 e) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
11 legally required meal periods and failing to pay meal period premiums to
12 Plaintiff and other aggrieved employees;
- 13 f) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all
14 legally required and paid rest periods and failing to pay rest period premiums to
15 Plaintiff and other aggrieved employees;
- 16 g) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
17 aggrieved employees with accurate and compliant itemized wage statements;
- 18 h) Defendants violated Labor Code § 2802, by failing to reimburse Plaintiff and
19 other aggrieved employees for all necessary business expenditures incurred in
20 the discharge of their duties;
- 21 i) Defendants violated Labor Code §§ 201-203, by failing to all final wages,
22 including, but not limited to, unpaid minimum, overtime, and prevailing wages
23 and meal period premium wages, to Plaintiff and other current or former
24 employees upon their separation of employment from Defendant;
- 25 j) Defendants violated Labor Code § 204 by failing to pay Plaintiff and other
26 aggrieved employees all earned wages at least twice during each calendar month;
27 and
28

1 k) Defendants violated Labor Code § 1174 by failing to maintain accurate records
2 on behalf of Plaintiff and other aggrieved employees.

3 82. On June 23, 2020, Plaintiff notified Defendants via certified mail, and the
4 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
5 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
6 under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code
7 identified in Paragraph 81 (a)-(k). Now that sixty-five days have passed from Plaintiff notifying
8 Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing
9 a claim under the Labor Code Private Attorneys General Act with respect to these violations.

10 83. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and the interests of other aggrieved employees, and to assess and collect the
12 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
13 he is entitled to receive under California Labor Code § 2699.

14 **PRAYER**

15 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
16 this suit is brought against Defendants, as follows:

- 17 1. For an order certifying the proposed Classes;
- 18 2. For an order appointing Plaintiff as representative of the Classes;
- 19 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 20 4. Upon the First Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
- 22 5. Upon the Second Cause of Action, for compensatory, consequential, general and
23 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and
24 1198;
- 25 6. Upon the Third Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 221;
- 27 7. Upon the Fourth Cause of Action, compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code §§ 1720-1861;

1 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

3 9. Upon the Sixth Cause of Action, for compensatory, consequential, general and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

5 10. Upon the Seventh Cause of Action, for statutory wage statement penalties pursuant
6 to Labor Code § 226 *et seq.*;

7 11. Upon the Eighth Cause of Action, for compensatory and special damages
8 according to proof pursuant to Labor Code § 2802;

9 12. Upon the Ninth Cause of Action, for waiting time penalties pursuant to Labor §
10 203;

11 13. Upon the Tenth Cause of Action, for restitution to Plaintiff and members of the
12 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
13 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
14 *seq.*;

15 14. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other
16 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
17 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
18 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
19 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
20 amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each
21 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for
22 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
23 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each
24 subsequent violation per employee per pay period for those violations of the Labor Code for which
25 no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 81
26 (a)-(k) above;

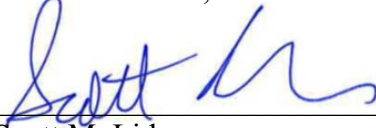
27 15. Prejudgment interest on all due and unpaid wages pursuant to California Labor
28 Code § 218.6 and Civil Code §§ 3287 and 3289;

1 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
2 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

3 17. For such other and further relief the Court may deem just and proper.

4
5 Dated: August 28, 2020

Respectfully submitted,
LIDMAN LAW, APC

6
7 By: 

8 Scott M. Lidman
9 Elizabeth Nguyen
10 Milan Moore
11 Attorneys for Plaintiff
12 JOSE GARCIA

13
14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

17
18 Dated: August 28, 2020

Respectfully submitted,
LIDMAN LAW, APC

19
20 By: 

21 Scott M. Lidman
22 Elizabeth Nguyen
23 Milan Moore
24 Attorneys for Plaintiff
25 JOSE GARCIA
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 28, 2020, I served the foregoing document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested party(ies) in this action as follows:

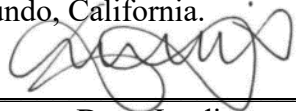
Kevin L. Wheeler
Email: WheelerK@higgslaw.com
HIGGS FLETCHER MACK
401 West A Street, Suite 2600
San Diego, CA 92101

☒ (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

☒ (BY ELECTRONIC SERVICE) Electronic Filing through One Legal, an electronic filing system of the San Diego County Superior Court, pursuant to Local Rules, which will send notification of such filing to the e-mail addresses denoted on the case's Electronic Service List.

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

Executed on August 28, 2020, at El Segundo, California.



Dana Joudi