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6 Attorneys for Plaintiffs, CHRISTIAN L. MOORE and
7 MARIA ARLENE EBORA, as individuals and on behalf
of all others similarly situated,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN FRANCISCO**

10
11 CHRISTIAN L. MOORE and MARIA
12 ARLENE EBORA, as individuals and on
behalf of all others similarly situated,

13
14 Plaintiffs,

15 v.

16 DNATA US INFLIGHT CATERING LLC, a
New York limited liability company; 121
17 INFLIGHT CATERING LLC, a New York
limited liability company; KEVIN KLOIBER,
18 an individual; and DOES 1 through 100,
inclusive,

19 Defendants.
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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

12/28/2021

Clerk of the Court

BY: ERNALYN BURA

Deputy Clerk

CASE NO.: CGC-20-586512

[Assigned to the Hon. Samuel K. Feng in Dept.
610]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. UNFAIR COMPETITION; and
8. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiffs CHRISTIAN L. MOORE ("Plaintiff Moore") and MARA ARLENE EBORA ("Plaintiff Ebora" and together with Plaintiff Moore, "Plaintiffs"), as individuals and on behalf of all others similarly situated, and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against DNATA US INFLIGHT CATERING LLC and any of its respective subsidiaries or affiliated companies within the State of California ("DNATA") and 121 INFLIGHT CATERING LLC and any of its respective subsidiaries or affiliated companies within the State of California ("121 INFLIGHT", and, with DNATA and DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

PARTIES

A. Plaintiffs

2. Plaintiff Moore is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff Moore as a non-exempt employee, with duties that included, but were not limited to, preparing and serving food. Plaintiffs are informed and believe that Plaintiff Moore worked for Defendants from approximately August of 2019 and through approximately February of 2020.

3. Plaintiff Ebora is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff Ebora as a non-exempt employee, with duties that included, but were not limited to, inventory and assisting in meal preparation. Plaintiffs are informed and believe that Plaintiff Ebora worked for Defendants from approximately December of 2019 through approximately October of 2020.

B. Defendants

4. Plaintiffs are informed and believe and based thereon allege that defendant DNATA is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of New York and doing business in the County of San Francisco,

1 State of California.

2 5. Plaintiffs are informed and believe and based thereon allege that defendant 121
3 INFLIGHT is, and at all times relevant hereto was, a limited liability company organized and
4 existing under and by virtue of the laws of the State of New York and doing business in the County
5 of San Francisco, State of California.

6 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiffs will seek leave of court to amend this First Amended Complaint to reflect the true names
12 and capacities of the defendants designated hereinafter as DOES when such identities become
13 known. Plaintiffs are informed and believe and based thereon allege, that each defendant acted in
14 all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
15 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
16 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
17 "Defendants," it shall include DNATA, 121 INFLIGHT, and any of their parent, subsidiary, or
18 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

20 7. Plaintiffs are informed and believe and based thereon allege that all the times
21 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
22 representative, joint venture or co-conspirator of each of the other defendants, either actually or
23 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
24 employment, joint venture, and conspiracy.

25 8. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 9. As a result of the aforementioned facts, Plaintiffs are informed and believe and based
7 thereon allege that Defendants, and each of them, are joint employers.

8 JURISDICTION

9 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 11. Venue is proper in San Francisco County, California pursuant to Code of Civil
12 Procedure sections 392, et seq. because, among other things, the county of San Francisco is where
13 Defendants, or some of them reside. Moreover, the unlawful acts alleged herein have a direct effect
14 on Plaintiffs and Class Members in San Francisco County, and because Defendants employ
15 numerous Class Members in San Francisco County.

16 12. Plaintiffs are "aggrieved employees" under PAGA, as Plaintiffs were employed by
17 Defendants during the applicable statutory period and suffered one or more of the Labor Code
18 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term "civil
19 penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
20 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. ("PAGA") plus
21 reasonable attorneys' fees and costs, for Plaintiffs and all other aggrieved current and former
22 employees of Defendants during the Civil Penalty Period.

23 13. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
24 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
25 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
26 PAGA allegations described herein is not required.

27 14. During the period beginning one (1) year preceding the provision of notice to the
28 LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"),

1 Defendants violated, *inter alia*, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7,
2 246, *et seq.*, 432, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among
3 others.

4 15. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
5 such as Plaintiff, on behalf of Plaintiffs and all other aggrieved current and former employees within
6 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
7 specified in Labor Code section 2699.3.

8 16. On or around July 28, 2020 Plaintiff Moore provided written notice pursuant to Labor
9 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
10 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
11 as well as by certified mail, with return receipt requested to Defendants, and each of them.

12 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the July 28, 2020 postmarked date of the herein-described notice sent by Plaintiff
15 Moore to the LWDA and Defendants.

16 18. On or around February 26, 2021 Plaintiff Eborá provided written notice pursuant to
17 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
18 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
19 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
20 them.

21 19. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
22 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
23 calendar days of the February 26, 2021 postmarked date of the herein-described notice sent by
24 Plaintiff Eborá to the LWDA and Defendants.

25 **FACTUAL BACKGROUND**

26 20. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members,
28 or some of them, in violation of California state wage and hour laws as a result of, without limitation,

1 Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and
2 seven consecutive work days in a work week without being properly compensated for hours worked
3 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
4 worked on the seventh consecutive work day in a work week by, among other things, on occasion,
5 failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay
6 to the detriment of Plaintiffs and Class Members.

7 21. For at least four (4) years prior to the filing of this Action and continuing to the
8 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members,
9 or some of them, in violation of California state wage and hour laws as a result of, among other
10 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
11 rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

12 22. For at least four (4) years prior to the filing of this Action and continuing to the
13 present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them,
14 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
15 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
16 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
17 for such unprovided meal periods as required by California wage and hour laws.

18 23. For at least four (4) years prior to the filing of this action and continuing to the
19 present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or
20 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
21 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
22 California wage and hour laws.

23 24. For at least three (3) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
25 full amount of their wages owed to them upon termination and/or resignation as required by Labor
26 Code sections 201 and 202.

27 25. For at least one (1) year prior to the filing of this Action and continuing to the present,
28 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with

1 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
2 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and
4 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
5 Defendants have on occasion further failed to furnish employees with an accurate calculation of
6 gross and gross wages earned, as well as gross and net wages paid.

7 26. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, brings this
8 action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7,
9 510, 512, 1194, 1194.2, 1197, and California Code of Regulations, Title 8, section 11040, seeking
10 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
11 waiting time penalties, wage statement penalties, other such provisions of California law, and
12 reasonable attorneys' fees and costs.

13 27. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
14 Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s)
15 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
16 appropriate and effective means to prevent further violations, as well as all monies owed but
17 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
18 restitution of amounts owed.

19 **CLASS ACTION ALLEGATIONS**

20 28. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
21 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
22 and former non-exempt employees of Defendants within the State of California at any time
23 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
24 of the class action is provided to the class (collectively referred to as "Class Members").

25 29. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
26 to amend or modify the class description with greater specificity, further divide the defined class
27 into subclasses, and to further specify or limit the issues for which certification is sought.

28 30. This action has been brought and may properly be maintained as a class action under

1 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
2 of interest in the litigation and the proposed Class is easily ascertainable.

3 **A. Numerosity**

4 31. The potential Class Members as defined are so numerous that joinder of all the
5 members of the Class is impracticable. While the precise number of Class Members has not been
6 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
7 Members employed by Defendants within the State of California.

8 32. Accounting for employee turnover during the relevant periods necessarily increases
9 this number. Plaintiffs allege Defendants' employment records would provide information as to the
10 number and location of all Class Members. Joinder of all members of the proposed Class is not
11 practicable.

12 **B. Commonality**

13 33. There are questions of law and fact common to Class Members. These common
14 questions include, but are not limited to:

- 15 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
16 worked at a proper overtime rate of pay?
- 17 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
18 for all other time worked at the employee's regular rate of pay and a rate of pay that
19 is greater than the applicable minimum wage?
- 20 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
21 Class Members to take compliant meal periods?
- 22 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
23 with additional wages for missed or interrupted meal periods?
- 24 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
25 Class Members to take compliant rest periods?
- 26 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed rest periods?
- 28 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class

1 Members upon termination or resignation all wages earned?

2 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
3 section 203?

4 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
5 Class Members with accurate wage statements?

6 J. Did Defendants violate the Unfair Competition Law, Business and Professions Code
7 section 17200, *et seq.*, by their unlawful practices as alleged herein?

8 K. Are Class Members entitled to restitution of wages under Business and Professions
9 Code section 17203?

10 L. Are Class Members entitled to costs and attorneys' fees?

11 M. Are Class Members entitled to interest?

12 C. **Typicality**

13 34. The claims of Plaintiffs herein alleged are typical of those claims which could be
14 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
15 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
16 damages arising out of and caused by Defendants' common course of conduct in violation of laws
17 and regulations that have the force and effect of law and statutes as alleged herein.

18 D. **Adequacy of Representation**

19 35. Plaintiffs will fairly and adequately represent and protect the interest of Class
20 Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and
21 hour class actions.

22 E. **Superiority of Class Action**

23 36. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
25 questions of law and fact common to Class Members predominate over any questions affecting only
26 individual Class Members. Class Members, as further described therein, have been damaged and
27 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
28 violation of the Labor Code at times, as set out herein.

37. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

38. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

39. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

40. At all times relevant to this First Amended Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

41. At all times relevant to this First Amended Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

42. Four (4) years prior to the filing of the First Amended Complaint in this Action through the present, Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants occasionally failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

43. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

44. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

45. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

46. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

47. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

48. For four (4) years prior to the filing of the First Amended Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

49. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

50. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated

1 damages, reasonable attorneys' fees and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **(Failure to Provide Meal Periods – Against All Defendants)**

4 51. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
5 preceding paragraphs as though fully set forth hereat.

6 52. At all relevant times, Plaintiffs and Class Members were employees or former
7 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

8 53. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
9 employ an employee for a work period of more than five (5) hours without a timely meal break of
10 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
11 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
12 per day without providing the employee with a second timely meal period of not less than thirty (30)
13 minutes in which the employee is relieved of all of his or her duties.

14 54. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
16 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
17 of compensation for each workday that the meal period is not provided.

18 55. For four (4) years prior to the filing of the First Amended Complaint in this Action
19 through the present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-
20 minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to
21 take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour
22 of pay at the Class Member's regular rate of compensation on the occasions that Class Members
23 were not provided compliant meal periods.

24 56. By their occasional failure to provide Plaintiffs and Class Members compliant meal
25 periods as contemplated by Labor Code section 512, among other California authorities, and failing,
26 at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants
27 willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

28 57. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class

1 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
2 additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

3 58. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
4 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
5 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
6 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

7
8 **FOURTH CAUSE OF ACTION**

9 **(Failure to Provide Rest Periods – Against All Defendants)**

10 59. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
11 preceding paragraphs as though fully set forth hereat.

12 60. At all relevant times, Plaintiffs and Class Members were employees or former
13 employees of Defendants covered by applicable Wage Orders.

14 61. California law and applicable Wage Orders require that employers "authorize and
15 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
16 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
17 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
18 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
19 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
20 thirty (30) minutes of paid rest period.

21 62. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
22 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
23 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
24 regular rate of compensation for each work day that the rest period is not provided.

25 63. For four (4) years prior to the filing of the First Amended Complaint in this Action
26 through the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take
27 complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or
28 major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of
pay at the Class Member's regular rate of compensation on the occasions that Class Members were

1 not authorized or permitted to take compliant rest periods.

2 64. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
3 take rest periods contemplated by California law, and one (1) additional hour of pay at the
4 employee's regular rate of compensation for such unprovided rest periods, as alleged above,
5 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
6 Orders.

7 65. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for rest periods that they were not authorized or permitted to take.

10 66. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FIFTH CAUSE OF ACTION**

15 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

16 67. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 68. At all relevant times, Plaintiffs and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
20 Wage Orders.

21 69. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
22 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
23 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
24 discharge immediately upon termination. Class Members who resigned were entitled to payment
25 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
26 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
27 unpaid at the time of resignation.

28 / / /

70. Plaintiffs reallege and incorporate by reference that in the three (3) years before the filing of the First Amended Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

71. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation..

72. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

73. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

74. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

75. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

76. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

77. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members

1 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
2 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
3 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
5 employer, among other things.

6 78. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
7 before the filing of the First Amended Complaint in this Action through the present, Defendants, at
8 times, failed to comply with Labor Code section 226, subdivision (a) by adopting policies and
9 practices that resulted in their failure, at times, to furnish Plaintiffs and Class Members with accurate
10 itemized statements that accurately reflect, among other things, gross wages earned; total hours
11 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate; and the name and address of the legal
13 entity that is the employer, among other things.

14 79. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
15 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
16 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
17 provided wage statements that Defendants knew were not accurate.

18 80. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class
19 Members have suffered injury. The absence of accurate information on Class Members' wage
20 statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires
21 discovery and mathematical computations to determine the amount of wages owed; causes difficulty
22 and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate
23 information about wages and amounts deducted from wages to state and federal governmental
24 agencies, among other things.

25 81. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
26 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
27 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
28 pay period, not to exceed an aggregate \$4,000.00 per employee.

1 82. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
2 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
3 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
4 attorneys' fees, and costs of suit.

5 **SEVENTH CAUSE OF ACTION**

6 **(Unfair Competition – Against All Defendants)**

7 83. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
8 preceding paragraphs as though fully set forth hereat.

9 84. Plaintiffs are informed and believe, and based thereon allege that the unlawful
10 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
11 and Professions Code section 17200. Due to their unlawful business practices in violation of the
12 Labor Code, Defendants have gained a competitive advantage over other comparable companies
13 doing business in the State of California that comply with their obligations to compensate employees
14 in accordance with the Labor Code.

15 85. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
16 Members have suffered injury in fact and lost money or property.

17 86. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
18 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
19 Code and requiring the establishment of appropriate and effective means to prevent further
20 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
21 including interest thereon, in which they had a property interest and which Defendants nevertheless
22 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
23 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
24 enriched by their failure to comply with the Labor Code.

25 87. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
26 Procedure section 1032 and interest under Civil Code section 3287.

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1 **EIGHT CAUSE OF ACTION**

2 **(Civil Penalties Under The Labor Code Private Attorneys' General Act Of 2004 –**
3 **Against All Defendants)**

4 **A. Civil Penalties Under Labor Code § 210 – Against All Defendants**

5 88. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
6 incorporates each by reference as though fully set forth hereat.

7 89. At all relevant times herein, Labor Code section 204, requires and required that:
8 “[I]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
9 between the 16th and 26th day of the month during which the labor was performed, and labor
10 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
11 between the 1st and 10th day of the following month.”

12 90. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
13 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
14 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
15 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
16 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
17 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
18 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

19 91. At all relevant times herein, Defendants have had a consistent policy or practice of
20 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
21 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other
22 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
23 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
24 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
25 for each subsequent violation in connection with each payment that was made in violation of Labor
26 Code section 204.

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1 **B. Civil Penalties Under Labor Code § 226.3 – Against All Defendants**

2 92. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
3 incorporates each by reference as though fully set forth hereat.

4 93. Defendants had and have a policy or practice of failing to comply with Labor Code
5 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
6 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
7 wages earned; the name and address of each employer with whom they have been placed to work;
8 all applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
10 entity securing the employer's services if the employer is a farm labor contractor; and other such
11 information as required by Labor Code section 226, subdivision (a).

12 94. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
13 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
14 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
15 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

17 95. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
18 this section are in addition to any other penalty provided by law."

19 96. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
20 and have a policy or practice of failing to furnish non-exempt employees, including, without
21 limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total
22 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
23 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
24 name of the employer and/or the name and address of the legal entity securing the employer's services
25 if the employer is a farm labor contractor; and other such information as required by Labor Code
26 section 226, subdivision (a).

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1 97. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
2 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
3 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
4 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
5 period for each subsequent violation.

6 **C. Violation of Labor Code § 558 – Against All Defendants**

7 98. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
8 incorporates each by reference as though fully set forth hereat.

9 99. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
10 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
11 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
12 penalty as follows:

13 (a) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
14 pay period for which the employee was underpaid in addition to an amount sufficient to
15 recover underpaid wages;

16 (b) For each subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period for which the employee was underpaid in addition to an amount
18 sufficient to recover underpaid wages;

19 (c) Wages recovered pursuant to this section shall be paid to the affected employee."

20 100. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
21 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
22 causing Plaintiffs and other Aggrieved Employees not to: be paid overtime wages and minimum
23 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
24 their employment and after their employment separation; receive accurate, itemized wage
25 statements; be provided with the opportunity to inspect employment records; be provided with
26 notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of
27 paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate
28 of pay.

1 101. As a direct and proximate result of the herein-described Labor Code violations,
2 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
3 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty
4 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
5 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

6 **D. Violation of Labor Code § 1174.5 – Against All Defendants**

7 102. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
8 incorporates each by reference as though fully set forth hereat.

9 103. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
10 every person employing labor in California to “[a]llow any member of the commission or the
11 employees of the Division of Labor Standards Enforcement free access to the place of business or
12 employment of the person to secure any information or make any investigation that they are
13 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
14 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
15 or papers of the person.”

16 104. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
17 every person employing labor in California to “[k]eep a record showing the names and addresses of
18 all employees employed and the ages of all minors.”

19 105. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
20 every person employing labor in California to “[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
23 piece rate paid to, employees employed at the respective plants or establishments. These records
24 shall be kept in accordance with rules established for this purpose by the commission, but in any
25 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
26 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
27 earned.”

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1 106. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
2 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
3 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
4 member of the commission or employees of the division to inspect records pursuant to subdivision
5 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

6 107. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
7 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
8 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
9 inspection of records as required by Labor Code subdivision (b).

10 108. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
13 hundred dollars (\$500) per violation per Aggrieved Employee.

14 **E. Violation of Labor Code § 1197.1 – Against All Defendants**

15 109. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
16 incorporates each by reference as though fully set forth hereat.

17 110. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
18 person acting either individually or as an officer, agent, or employee of another person, who pays
19 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
20 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
21 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
22 Section 203 as follows:

23 (1) For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the
25 employee is underpaid. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

28 (2) For each subsequent violation for the same specific offense, two hundred fifty

1 dollars (\$250) for each underpaid employee for each pay period for which the
2 employee is underpaid regardless of whether the initial violation is
3 intentionally committed. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.

6 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
7 Section 203, recovered pursuant to this section shall be paid to the affected
8 employee.”

9 111. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
10 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
11 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ wages for all
12 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
13 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
14 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
15 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

16 112. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
19 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
20 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
21 subsequent violation.

22 **F. Civil Penalties Under Labor Code § 2699 – Against All Defendants**

23 113. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
24 incorporates each by reference as though fully set forth hereat.

25 114. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

3 115. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
4 Code except those for which a civil penalty is specifically provided, the established civil penalty for
5 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
6 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
7 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
8 employee per pay period for each subsequent violation.

9 116. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
10 each of them, violated the Labor Code sections described herein, including, without limitation, for
11 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
12 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
13 employment and after employment separation; provide employees the opportunity to inspect
14 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
15 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
16 and use of paid sick leave; paying employees all owed paid time off and vacation time owed by
17 separation at the proper rate of pay; and placing restraints on competition, whistleblowing and
18 freedom of speech, entitling Plaintiffs and other Aggrieved Employees to civil penalties for each of
19 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

20 117. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
21 whom they seek to represent are entitled to an award of reasonable attorneys' fees and costs in
22 connection with their herein-described claims for civil penalties.

23 **DEMAND FOR JURY TRIAL**

24 118. Plaintiffs demand a trial by jury on all causes of action contained herein.

25 **PRAYER**

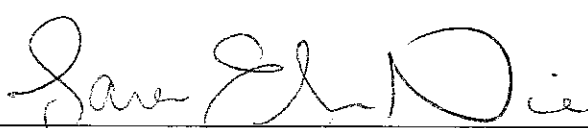
26 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
27 against Defendants as follows:

28 A. An order certifying this case as a Class Action;

- 1 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs'
2 counsel as class counsel;
- 3 C. Damages for all wages earned and owed, including minimum and overtime wages
4 under Labor Code sections 510, 1194, 1197 and 1199;
- 5 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 6 E. Damages for unpaid premium wages from missed meal and rest periods under,
7 among other Labor Code sections, 512 and 226.7;
- 8 F. Penalties for inaccurate wage statements under Labor Code section 226,
9 subdivision (e);
- 10 G. Waiting time penalties under Labor Code section 203;
- 11 H. Preliminary and permanent injunctions prohibiting Defendants from further
12 violating the California Labor Code and requiring the establishment of appropriate
13 and effective means to prevent future violations;
- 14 I. Restitution of wages and benefits due which were acquired by means of any unfair
15 business practice, according to proof;
- 16 J. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 17 K. For attorneys' fees in prosecuting this action;
- 18 L. For costs of suit incurred herein; and
- 19 M. For such other and further relief as the Court deems just and proper;
- 20 N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
21 1174.5, 1197.1, and 2699;
- 22 O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
23 210, 226.3, 558, 1174.5, 1197.1, and 2699.

24 Dated: December 28, 2021

BIBIYAN LAW GROUP, P.C.

25
26 BY: 
27

SARA EHSANI-NIA

28 Attorney for Plaintiffs CHRISTIAN L. MOORE and
MARIA ARLENE EBORA, as individuals and on
behalf of all others similarly situated

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd, Suite 500, Beverly Hills, California 90211.

On December 28, 2021, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mail addresses as follows:

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Counsel for Defendants DNATA US Inflight Catering LLC, 121 Inflight Catering LLC, Kevin Kloiber

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed on December 28, 2021 at Beverly Hills, California.



Emanuel Munguia