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SUPERIOR COURT-STOCKTON

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

TIMOTHY MCMIHELK, on behalf of himself
and all others similarly situated.

Plaintiff,

v.

EXEL INC. dba DHL SUPPLY CHAIN, a Ohio
Corporation; KELLY SERVICES USA, LLC, a
Michigan Limited Liability Company; and
DOES 1 through 50, inclusive;

Defendants.

CASE NO.: STK-CV-UOE-2020-9669

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *ET SEQ.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Timothy Memihelk ("Plaintiff"), on behalf of himself, and all others similarly
2 situated, complains and alleges as follows.

3 **COMMON FACTUAL ALLEGATIONS**

4 1. Plaintiff brings this action against his former employer, Defendant Exel Inc. dba
5 DHL Supply Chain, Kelly Services USA, LLC, and Does 1 through 50, (collectively, the
6 "Defendants") on behalf of himself, and all other similarly aggrieved employees who worked on
7 assignment at any warehouse or distribution facility owned and/or operated by Exel Inc. in
8 California for California Labor Code violations stemming from Defendants' failure to pay
9 minimum and overtime wages for all hours worked, failure to provide overtime wages at the legal
10 rate, failure to reimburse necessary business expenses, failure to provide code compliant meal and
11 rest periods or premium pay in lieu thereof, failure to keep accurate employee files, failure to keep
12 accurate time records, failure to timely pay final wages, and failure to provide accurate itemized
13 wage statements.

14 2. Defendant Exel Inc. is the leading global third-party supply chain manager
15 specializing in a wide range of warehousing, transportation and logistics services. Defendants
16 operate an expansive array of warehouses/distribution centers across California.

17 3. Defendant Kelly Services USA, LLC is a global leader in workforce management
18 solutions offering staffing services to top companies across a variety of clients, including Exel, Inc.

19 4. At all relevant times and until his termination, Plaintiff was assigned by Defendant
20 Kelly Services USA, LLC. and employed by Defendants as a non-exempt warehouse employee in
21 the Tracy, California. Plaintiff and other aggrieved employees were assigned by Defendant Kelly
22 Services USA, LLC and employed as warehouse employees, including but not limited to material
23 handlers, forklift operators and other similarly situated positions. Plaintiff alleges on information
24 and belief that other similarly situated non-exempt warehouse employees were subjected to the
25 same policies, procedures, and practices, working conditions, and corresponding wage and hour
26 violations to which Plaintiff was subjected during his employment.

27 5. Plaintiff brings this representative action on behalf of himself and the State of
28 California as well as on behalf of the following group of "Aggrieved Employees":

1 All non-exempt temporary employees assigned by Kelly Services who worked on
2 assignment at Exel Inc. dba DHL Supply Chain in any of its warehouses/distribution centers
3 in California during the one year immediately preceding the filing of this PAGA Notice and
continuing into the present and ongoing. ("aggrieved employees")

4 6. As a result of the COVID-19 global pandemic, Defendants established a task force to
5 provide the necessary standard operating procedures to minimize the risk of the spread of COVID-
6 19 amongst its employees across its California warehouses. As a result, Defendants required
7 Plaintiff and other aggrieved employees to go through a body temperature screening checkpoint
8 process, which required non-exempt employees to wait in long lines to have their body temperature
9 checked prior to entering their respective warehouse/workplace. After the body temperature
10 screening, if the results are acceptable, employees would then be provided a wristband for the day.
11 In light of the large volume of non-exempt employees at each of Defendants' warehouses, the body
12 temperature screening process would regularly have long lines resulting in unpaid off the clock
13 time. Indeed, Defendants required Plaintiff and other aggrieved employees to go through the body
14 temperature screening before clocking in for payroll purposes at the beginning of their shift.
15 Despite being subject to Defendants' control while waiting to go through the body temperature
16 checkpoints, Defendants did not provide any compensation for the time it took to complete this
17 process. As a result, Plaintiff and other aggrieved employees were not paid at least the effective
18 minimum wage for all hours worked.

19 7. As a result, Plaintiff and other aggrieved employees were not fully compensated for
20 all minimum, regular, and overtime wages. *See Frlekin v. Apple, Inc.* (Feb. 13, 2020) S243805 at
21 *23 (holding that employees "must be paid" during security checks since "it is clear that
22 [employees] are subject to [the employer's] control while awaiting, and during, [the] exit
23 searches.")

24 8. Labor Code § 1194.2 authorizes employees to recover wages to recover liquidated
25 damages for violations of Labor Code § 1194. Where an employee, such as Plaintiff and other
26 aggrieved employees, are not paid for all hours worked under Labor Code § 1194, the employee
27 may recover minimum wages for the time associated with the time for which they received no
28 compensation. *See Sillah v. Command Int'l Sec. Servs.* (N.D. Cal. 2015) 154 F. Supp. 3d 891

1 [holding that employees suing for failure to pay overtime could recover liquidated damages under §
2 1194.2 if they also showed they were paid less than minimum wage]; accord *Andrade v. Arby's*
3 *Rest. Grp., Inc.* (N.D. Cal. Dec. 12, 2016) 2016 U.S. Dist. LEXIS 172319, at *20-21.) Since
4 Defendants failed to provide Plaintiff and other aggrieved employees with compensation for all
5 hours worked, each are entitled to recover liquidated damages under Labor Code § 1194.2.

6 9. Similarly, at all relevant times, Plaintiff and other aggrieved employees were not
7 paid at overtime wages for all overtime hours worked due to Defendants' body temperature
8 screening policies/practices requiring Plaintiff and other aggrieved employees to go through a body
9 temperature checkpoint process when entering the work facility at the beginning of each shift. As
10 stated herein, Defendants required Plaintiff and other aggrieved employees to go through the
11 security checkpoint *before* clocking in for payroll purposes at the beginning of their shifts. Despite
12 being subject to Defendants' control while waiting to go through these lengthy security checkpoints
13 and waiting in long lines, Defendants did not provide any compensation for the time it took to
14 complete this process. As a result, Plaintiff and other aggrieved employees were not fully
15 compensated for all overtime hours worked at the correct overtime rate. As a result of Defendants'
16 body temperature screening policies/procedures, Defendants do not compensate non-exempt
17 employees for all hours worked, including overtime hours.

18 10. Labor Code § 1194.2 authorizes employees to recover wages to recover liquidated
19 damages for violations of Labor Code § 1194. Where an employee, as Plaintiff and other aggrieved
20 employees, are not paid for all hours worked under Labor Code § 1194, the employee may recover
21 minimum wages for the time associated with the overtime for which they received no
22 compensation. See *Sillah v. Command Int'l Sec. Servs.* (N.D. Cal. 2015) 154 F. Supp. 3d 891
23 [finding that employees suing for failure to pay overtime could recover liquidated damages under §
24 1194.2 if they also showed they were paid less than minimum wage]; accord *Andrade v. Arby's*
25 *Rest. Grp., Inc.* (N.D. Cal. Dec. 12, 2016) No. 15-cv-03175 NC, 2016 U.S. Dist. LEXIS 172319, at
26 *20-21.)

27 11. Since Defendants failed to provide Plaintiff and other aggrieved employees with
28 compensation for all hours worked, including overtime hours, each are entitled to recover liquidated

1 damages under Labor Code § 1194.2. Based upon these same factual allegations, Plaintiff seeks on
2 behalf of all non-exempt employees' penalties under Labor Code § 1199.

3 12. Additionally, at all relevant times, Plaintiff and other aggrieved employees were not
4 properly paid at the correct overtime rate for all hours worked in excess of eight hours per workday
5 or 40 hours per workweek. When Plaintiff and the other aggrieved employees worked overtime
6 hours, Defendants failed to include all compensation, including but not limited to essential worker
7 premium payments and other forms of non-discretionary bonus payments, when calculating the
8 regular rate of pay used in overtime calculations.

9 13. For instance, although Defendants consistently and regularly paid Plaintiff and other
10 aggrieved employees "Hourly Surge Premium Increases" and other non-discretionary bonus
11 payments, Defendants omitted these remunerations when calculating the regular rate of pay used in
12 overtime calculations and when paying overtime to Plaintiff and the other aggrieved employees.

13 14. By their policy of requiring Plaintiff and the other aggrieved employees to work in
14 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
15 them at the rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the
16 provisions of Labor Code §§ 510 and applicable Wage Orders. Defendants failed to compensate
17 Plaintiff and other aggrieved employees for all overtime wages or at the proper rates. Accordingly,
18 Plaintiff and other aggrieved employees are entitled to recover liquidated damages for violations of
19 Labor Code § 1197.1. Based upon these same factual allegations, Plaintiff and other aggrieved
20 employees are entitled to penalties under Labor Code § 1199.

21 15. Plaintiff and other aggrieved employees, at the direction of Defendants and/or with
22 Defendants' knowledge and acquiescence have incurred business expenses. Defendants required
23 Plaintiff and other aggrieved employees to incur the costs associated with various business
24 expenses and did not provide any reimbursement of these costs. Labor Code § 2802 requires
25 employers to indemnify their employees for all necessary expenditures or losses incurred by the
26 employee in direct consequence of the discharge of their duties.

27 16. Here, although Plaintiff and other aggrieved employees incurred business expenses.
28 Defendants' failure to reimburse Plaintiff and other aggrieved employees for said business expenses

1 incurred in their discharge of their duties continues through the present day. Indeed, any
2 reimbursement is absent from Plaintiff's wage statements during his employment. As such,
3 Defendants would also be liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

4 17. Plaintiff and other aggrieved employees were denied compliant and timely 30-
5 minute off-duty meal periods as mandated by California law. Plaintiff and other aggrieved
6 employees were unable to take uninterrupted first meal periods before the end of the fifth hour of
7 work. Further, when Plaintiff and other aggrieved employees worked in excess of 10.0 hours in a
8 shift, they were not allowed and permitted to take a mandated second meal period before the end of
9 the tenth hour of work in violation of the Labor Code and applicable Wage Orders.

10 18. Additionally, Plaintiff and other aggrieved employees were not properly paid all
11 meal period premiums for missed or non-compliant meal periods at the "regular rate of pay"
12 pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858.

13 19. Accordingly, due to Defendants' uniform meal period policies and/or practices,
14 Plaintiff and other aggrieved employees were also regularly denied legally compliant meal periods
15 in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders, and are entitled to
16 penalties under Labor Code § 2698 *et seq.*

17 20. Likewise, at all relevant times, Plaintiff and other aggrieved employees were also not
18 provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due
19 to operational demands of the job. As a result, Plaintiff and other aggrieved employees were and are
20 routinely unable to take a net 10-minute duty free rest periods for every major fraction of four hours
21 worked. This includes a second rest period for shifts in excess of six hours, and a third rest period
22 for shifts in excess of 10 hours in a workday.

23 21. By not relieving all non-exempt employees of all duties during rest periods,
24 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
25 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve
26 employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*,
27 the California Supreme Court expressly rejected the employers' assertion that it could provide an
28 on-duty rest period to employees who worked as security guards and further explained "that

1 employers [must] relinquish any control over how employees spend their break time and relieve
2 their employees of all duties.” *Id.* at 273.

3 22. Each time Plaintiff and other aggrieved employees were unable to take a compliant
4 rest period, Defendants failed and continue to fail to adequately pay rest period premium payments
5 at the “regular rate of pay” as required by Labor Code § 226.7.

6 23. Accordingly, due to Defendants’ uniform rest period policies and/or practices,
7 Plaintiff and other aggrieved employees were also regularly denied legally compliant rest breaks in
8 violation of Labor Code §§ 226.7, 512, and applicable Wage Orders, and would be entitled to
9 penalties under Labor Code § 2698 *et seq.*

10 24. As a result of Defendants’ failure to pay for all hours worked as described herein
11 above, Defendants failed to pay Plaintiff and other aggrieved employees all wages that were due
12 and owing (including all minimum and overtime wages owed) within the required time following
13 the end of their employment in accordance with Labor Code § 201-202. As a result, all such non-
14 exempt employees are entitled to 30 days of wages as a “waiting time penalty.”

15 25. As a further result of Defendants’ failure to pay Plaintiff and other aggrieved
16 employees for all hours worked, including all minimum and overtime wages, Defendants issued
17 wage statements which failed to accurately identify the gross wages earned, the total hours worked,
18 the net wages earned, and the correct corresponding number of hours worked at each hourly rate by
19 the employee, in violation of Labor Code §226(a) (1, 2, 5, and 9). Accordingly, Plaintiff and other
20 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
21 Labor Code § 226(a).

22 26. Additionally, Labor Code § 1174 requires employers to keep records
23 showing payroll data and the hours worked daily by and the wages paid to employees. By failing to
24 pay aggrieved employees proper wages, overtime, premium pay, etc., all discussed herein,
25 Defendants failed to maintain proper employment records in accordance with Section 1174. In light
26 of the forgoing, Plaintiff and aggrieved employees seek to recover penalties pursuant
27 to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7
28 of the applicable California IWC Wage Orders by failing to maintain time records showing when

1 the employee begins and ends each work period, meal periods, wages earned pursuant to Labor
2 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
3 payment of wages and accurately reporting total hours worked by the aggrieved employees, and
4 they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

5 27. Under the PAGA, and following exhaustion of the notice period, Plaintiff
6 asserts PAGA claims for failure to maintain employment records for Plaintiff and Aggrieved
7 Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of
8 the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and
9 applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the
10 applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code §
11 2699(g)(1).

12 JURISDICTION AND VENUE

13 28. This Court has jurisdiction over the claims for relief of Plaintiff and other aggrieved
14 employees pursuant to the California Labor Code, including the Private Attorneys General Act
15 ("PAGA"). and the applicable IWC Wage Orders, among other sections.

16 29. Venue as to each Defendant is proper in this Court, pursuant to Code of Civil
17 Procedure § 395(a). Defendants are headquartered transact business in San Joaquin County and the
18 unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved employees of
19 Defendants in San Joaquin County. Furthermore, Defendants employed or employ Plaintiff and
20 other aggrieved employees in San Joaquin County.

21 PARTIES

22 Plaintiff

23 30. Plaintiff Timothy Mcmihelk was employed by Defendants as a forklift driver in the
24 Tracy California warehouse until his termination in November 2020.

25 Defendants

26 31. Plaintiff is informed and believes and thereon alleges that Defendant Exel Inc. dba
27 DHL Supply Chain is an Ohio corporation authorized to and doing business in San Joaquin,
28 California, and is and/or was the legal employer of Plaintiff and other aggrieved employees during

1 the applicable statutory periods.

2 32. Plaintiff is informed and believes and thereon alleges that Defendant Kelly Services
3 USA, Inc. is a Michigan Limited Liability Corporation authorized to and doing business in San
4 Joaquin, California, and is and/or was the legal employer of Plaintiff and other aggrieved
5 employees during the applicable statutory periods.

6 33. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
7 participation in the conduct herein alleged, of Defendants sued herein as Does 1 through 50,
8 inclusive, but on information and belief allege that those Defendants are legally responsible for the
9 payment of penalties and damages to Plaintiff and other aggrieved employees by virtue of
10 Defendants' unlawful actions and practices and therefore sues these Defendants by such fictitious
11 names. Plaintiff will amend this complaint to allege the true names and capacities of the Doe
12 Defendants when ascertained.

13 34. Plaintiff also alleges that he and other aggrieved employees worked under the joint
14 direction and control of Defendants and that Defendants, and each of them, acted in all respects
15 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
16 plan or policy in all respect pertinent hereto, and the acts of each Defendant are legally attributable
17 to the other Defendants. On information and belief, a unity of interest and ownership between each
18 Defendant exists such that all Defendants acted as a single employer of Plaintiff and other
19 aggrieved employees.

20 35. Furthermore, on information and belief, Defendants are an integrated enterprise and
21 should be treated as a single employer because Defendants share an interrelation of operations, with
22 common human resources and personnel policies and shared common offices and facilities. Upon
23 information and belief, Defendants share common management, a centralized control of labor
24 operations, and common ownership or financial control.

25 36. Plaintiff is informed and believes and thereon alleges that the Defendants sued
26 herein as Does 1-50 are now and at all material times herein mentioned were the owner/owners of
27 certain Defendants and the actual employer of Plaintiff and other aggrieved employees or, in the
28 alternative, were individuals employed by Defendants as a managerial and/or supervisory employee

1 and/or agent. In addition, Plaintiff alleges that at all relevant times herein the Defendants sued
2 herein as Does 1-50 had the authority, in the interest of certain Defendants, to exercise independent
3 judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions
4 against Plaintiff, and were in Plaintiff's chain of command at the time of and direct participants in
5 the wrongful conduct which constitutes the basis of Plaintiff's complaint herein. Plaintiff also
6 alleges that the Defendants sued herein as Does 1-50 and certain Defendants are the agents,
7 servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times
8 herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the
9 knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the
10 manner described herein, the Defendants sued herein as Does 1-50 and certain Defendants were
11 acting in active concert with on another such that the acts of each were fully attributable to the other
12 in all material respects. Plaintiff also alleges that certain Defendants were merely the alter ego of
13 the Defendants sued herein as Does 1-50 in that there existed a unity of interest and ownership such
14 that any separateness between them ceased to exist and the Defendants sued herein as Does 1-50
15 exercised undue dominance, control, influence, and management over certain Defendants. Plaintiff
16 further alleges that, at all relevant times, certain Defendants have been inadequately capitalized to
17 conduct business, have failed to follow appropriate corporate formalities, and have simply been a
18 shell and instrumentality through which the Defendants sued herein as Does 1-50 have conducted
19 their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached
20 to certain Defendants should be imposed jointly and severally against the Defendants sued herein as
21 Does 1-50. Adherence to the fiction of the separate existence of these corporate entities would
22 permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

23 **FIRST CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 (Labor Code § 2698 *et seq.*)

26 **(AGAINST ALL DEFENDANTS)**

27 37. Plaintiff incorporates the preceding paragraphs of the Second Amended
28 Representative Action Complaint as if fully alleged herein.

1 38. Defendants have committed several Labor Code violations against Plaintiff and other
2 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
3 Code § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings
4 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
5 similarly aggrieved employees, and the State of California according to proof pursuant to Labor
6 Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation; and (2) \$200
7 for each subsequent violation per employee per pay period for those violations of the Labor Code
8 for which no civil penalty is specifically provided based on the following Labor Code violations:

9 a. Failing to pay Plaintiff and other similarly aggrieved employees for all hours worked,
10 including all minimum and overtime wages in violation of Labor Code §§ 204, 210, 221-224, 225,
11 510, 1194, 1197, 1198, 1182, 1193.6, 1182.12, and 2810.3;

12 b. Failing to reimburse Plaintiff and other similarly aggrieved employees for necessary
13 business expenses in violation Labor Code § 2800-2804;

14 c. Failing to provide code compliant meal and rest periods, or premium pay in lieu
15 thereof in violation of Labor Code §§ 226.7, 510, 512, and 516;

16 d. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate,
17 itemized wage statements in violations of Labor Code § 226;

18 e. Failing to timely compensate Plaintiff and similarly aggrieved employees with all
19 earnings at their separation of employment in violation of Labor Code §§ 201-203, 205, and 206;

20 f. Failing to maintain accurate employment records on behalf of Plaintiff and similarly
21 aggrieved employees in violation of Labor Code § 1174;

22 g. Failing to maintain accurate employment and time records on behalf of Plaintiff and
23 similarly aggrieved employees in violation of Labor Code §§ 226, 1174, 1174.5, 1198, and 1198.5,
24 and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s);

25 39. On or about November 17, 2020, Plaintiff Timothy Mcmihelk (“Plaintiff”) notified
26 Defendant Exel Inc. dba DHL Supply Chain (“Defendant”), and the California Labor and
27 Workforce Development Agency (“LWDA”) of Defendant’s violations of the California Labor
28 Code § 2698 *et seq.*, with respect to violations of the California Labor Code identified in Paragraph

1 37 (a), (d), (e), and (f), for bringing a claim under the Private Attorneys General Act with respect to
2 these violations.

3 40. On or about December 30, 2020, Plaintiff notified Defendant Kelly Services USA,
4 LLC and the LWDA of Defendants' violations of the California Labor Code § 2698 *et seq.*, with
5 respect to violations of the California Labor Code identified in Paragraph 37 (a), (d), (e), and (f) for
6 bringing a claim under the Private Attorneys General Act with respect to these violations.

7 41. On or about January 17, 2021, Plaintiff notified Defendants and the LWDA of
8 Defendants' violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the
9 California Labor Code identified in Paragraph 37 (b), (c), and (g). Once more than sixty-five (65)
10 days have passed, Plaintiff will have fully satisfied the administrative prerequisites to suit under the
11 PAGA and this First Amended Representative Action Complaint will be deemed amended to
12 include the PAGA allegations enumerated below. Once this occurs, Plaintiff seeks to recover all
13 applicable and available PAGA remedies pursuant to Labor Code § 2699, as well as attorneys' fees,
14 costs, and/or other damages as permitted by PAGA through a representative action pursuant to the
15 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.
16 Plaintiff is not required to, nor does he, seek class certification of the PAGA claims under Code of
17 Civil Procedure § 382.

18 42. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
20 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys' fees and costs, which
21 he is entitled to receive under California Labor Code § 2699.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff, on behalf of himself, and all aggrieved employees, prays for
24 judgment and relief against Defendants, jointly and severally, as follows:

25 1. For civil penalties due to Plaintiff, other similarly aggrieved employees, and the
26 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
27 limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation per employee
28 per pay period for those violations of the Labor Code for which no civil penalty is specifically

1 provided under the Labor Code;

2 2. For reasonable attorneys' fees, costs of suit, and interest under the First Cause of
3 Action to the extent permitted by law, including those pursuant to the Labor Code; and

4 3. For such other relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 **WHEREFORE**, Plaintiff, on behalf of himself and all other aggrieved employees, hereby
7 demands a jury trial as to the First Cause of Action pled herein.

8 Dated: January 18, 2022

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

9
10
11 By: _____

Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and Aggrieved Employees

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On January 27, 2022, I served the following document(s) described as **SECOND**
6 **AMENDED REPRESENTATIVE ACTION COMPLAINT** on the interested parties
in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

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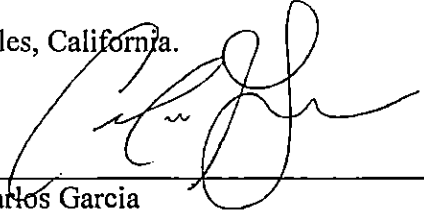
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18 **BY ELECTRONIC MAIL:** Based on a Court order or an agreement by the parties to
accept service by e-mail or electronic transmission, I caused such the document(s) described above
19 to be sent from my email address to the persons listed above. I did not receive, within a reasonable
time after the transmission, any electronic message or indication that the transmission was
20 unsuccessful.

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

22 Executed on January 27, 2022, at Los Angeles, California.

23
24 
25 Carlos Garcia