

Andranik Tsarukyan (SBN 258241)
Armen Zenjiryan (SBN 261073)
REMEDY LAW GROUP LLP
610 E. Providencia Ave., Unit B
Burbank, CA 91501
Tel: (818) 422-5941
Andy@remedylawgroup.com
Armen@remedylawgroup.com

Attorneys for Plaintiff
RIGOBERTO ENCINAS

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 26 2021

BY 
GLORIA MARIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RIGOBERTO ENCINAS, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

COLORADO RIVER ADVENTURES, INC., a
California corporation; EMERALD COVE
RESORT, L.L.C., an Arizona limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB 2029072

[Assigned to Hon. David Cohn, Dept. S-26]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. **FAILURE TO PROVIDE MEAL PERIODS;**
2. **FAILURE TO PROVIDE REST PERIODS;**
3. **FAILURE TO PAY OVERTIME WAGES;**
4. **FAILURE TO PAY MINIMUM WAGES;**
5. **FAILURE TO MAINTAIN REQUIRED RECORDS;**
6. **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;**
7. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.;**

- 1) 8. WAITING TIME PENALTIES;
2)
3) 9. ENFORCEMENT OF THE PRIVATE
4) ATTORNEYS GENERAL ACT
5) [DEMAND FOR JURY TRIAL]
6)

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8
9 PLAINTIFF Rigoberto Encinas (“Plaintiff”), demanding a jury trial, on behalf of himself and all
10 others similarly situated, hereby allege as follows:
11

12 **JURISDICTION AND VENUE**
13

14 1. The Superior Court of the State of California has jurisdiction in this matter because the
15 claims alleged herein took place in California, and DEFENDANTS COLORADO RIVER
16 ADVENTURES, INC. (“Colorado River”), EMERALD COVE RESORT, L.L.C. (“Emerald Cove”),
17 and DOES 1 through 100, inclusive (collectively “Defendants”), are qualified to do business in
18 California and regularly conduct business in California.
19

20 2. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure §
21 395, because Defendants operate and do business in the County of San Bernardino, and Defendants are
22 within the jurisdiction of this Court for service of process purposes. Defendants maintain offices and
23 facilities and transact business in the County of San Bernardino, and Defendants’ illegal payroll policies
24 and practices, which are the subject of this action, were applied, at least in part, to Plaintiff, and other
25 persons similarly situated, in the County of San Bernardino, State of California. Further, no federal
26 question is at issue because the claims are based solely on California law.
27

28 **PLAINTIFF**

3. Plaintiff Rigoberto Encinas is a male resident of Arizona. Plaintiff was employed by
Defendants.

4. Plaintiff, on behalf of himself and other similarly situated current and former non-exempt
employees of Defendants in the State of California at any time during the four (4) years preceding the
filing of this action, and continuing while this action is pending, brings this class action to recover,
among other things, wages and penalties from unpaid wages earned and due, including but not limited to
unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest

1 period policies, failure to maintain required records, failure to provide accurate itemized wage
2 statements, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties, and interest, attorneys' fees, costs, and expenses.

4 5. Plaintiff brings this action on behalf of himself and the following similarly situated class
5 of individuals ("Class Members"): all current and former non-exempt employees of Defendants in the
6 State of California at any time within the period beginning four (4) years prior to the filing of this action
7 and ending at the time this action settles or proceeds to final judgment (the "Class Period"). Plaintiff
8 reserves the right to name additional class representatives.

9 **DEFENDANTS**

10 6. Plaintiff is informed and believes, and thereon alleges, that Defendants Colorado River
11 Adventures, Inc. and Emerald Cove Resort, L.L.C., and at all times relevant hereto were, a corporation
12 organized and existing under the laws of the State of California. Plaintiff is further informed and
13 believes, and thereon alleges, that COLORADO RIVER and EMERALD COVE, are authorized to
14 conduct business in the State of California and do conduct business in the State of California.
15 Specifically, upon information and belief, DEFENDANTS maintain offices and facilities and conducts
16 business in the County of San Bernardino, State of California.

17 7. The true names and capacities of DOES I through 100, inclusive, are unknown to
18 Plaintiff at this time, and Plaintiff therefore sue such DOE Defendants under fictitious names. Plaintiff
19 is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some
20 manner highly responsible for the occurrences alleged herein, and that Plaintiff and Class Members'
21 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
22 Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
23 capacities of such DOE Defendants when ascertained.

24 8. At all relevant times herein, Defendants were the joint employers of Plaintiff and Class
25 Members. Plaintiff is informed and believes, and thereon alleges, that at all times material to this
26 Complaint Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
27 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
28

1 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
2 dominated by his, her or its co-Defendant, and each was the alter ego of the other.

3 9. At all relevant times herein, Plaintiff and Class Members were employed by Defendants
4 under employment agreements that were partly written, partly oral, and partly implied. In perpetrating
5 the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in
6 furtherance of, their policies and practices of not paying Plaintiff and Class Members all wages earned
7 and due, through methods and schemes which include, but are not limited to, failing to pay overtime
8 premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to
9 provide accurate itemized statements for each pay period; and requiring, permitting or suffering the
10 employees to work off the clock, in violation of the California Labor Code and the applicable IWC
11 Wage Order.

12 10. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts
13 and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as
14 agents and/or employees, and/or under the direction and control of, each of the other Defendants, and
15 that said acts and failures to act were within the course and scope of said agency, employment and/or
16 direction and control.

17 11. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff, and
18 Class Members have suffered, and continue to suffer, from loss of earnings in amounts as yet
19 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

20 **CLASS ACTION ALLEGATIONS**

21 12. This action is appropriately suited for a Class Action because:

22 A. The potential class is a significant number. Joinder of all current and former
23 employees individually would be impracticable.

24 B. This action involves common questions of law and fact to the potential class because
25 the action focuses on the Defendants' systematic course of illegal payroll practices and policies, which
26 were applied to all non-exempt employees in violation of the California Labor Code, IWC Wage Orders,
27 and the California Business and Professions Code, which prohibits unfair business practices arising from
28 such violations.

1 C. Plaintiff's claims are typical of the class because Defendants subjected all non-
2 exempt employees to identical violations of California Labor Code, the applicable IWC wage order, and
3 the California business and Professions Code.

4 D. Plaintiff is able to fairly and adequately protect the interests of all members of the
5 class because it is in their best interest to prosecute the claims alleged herein to obtain full compensation
6 due to the class for all services rendered and hours worked.

7 **CLASS ACTION**

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **(By Plaintiff and the Class Against All Defendants)**

11 13. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs of this Complaint as though fully set forth herein.

13 14. During the Class Period, as part of Defendants' illegal payroll policies and practices to
14 deprive their non-exempt employees all wages earned and due, Defendants required, permitted or
15 otherwise suffered Plaintiff and Class Members to take less than the 30-minute meal period, or to work
16 through them, and have failed to otherwise provide the required meal periods to Plaintiff and Class
17 Members pursuant to California Labor Code §§ 226.7 and 512, as well as applicable IWC Orders.

18 15. Defendants further violated California Labor Code § 226.7 and applicable IWC Wage
19 Order by failing to compensate Plaintiff and Class Members who were not provided with a meal period,
20 in accordance with the applicable IWC Wage Order, one additional hour of compensation at each
21 employee's regular rate of pay for each workday that a meal period was not provided. Defendants
22 further violated California Labor Code §§ 226.7, 510, 1194, 1197, and applicable IWC Wage Orders by
23 failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

24 16. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
25 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
26 penalties, attorneys' fees, expenses, and costs of suit.

27 ///

28 ///

23. Plaintiff and Class Members are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and applicable IWC Wage Orders. During the Class Period, Defendants failed to compensate Plaintiff and Class Members for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Orders by, among other things: failing to pay overtime at one and one half (1½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and applicable IWC Wage Orders; requiring, permitting or suffering Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff and Class Members to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class Members' records; failing to provide accurate itemized wage statements to Plaintiff for each pay period; and other methods to be discovered.

24. In violation of California law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Class Members for all wages earned and all hours worked. As a proximate result, Plaintiff and Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wage, lost interest on such wage, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damages in amounts according to proof at the time of trial, and within the jurisdiction of the Court.

25. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 1998 and applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(By Plaintiff and the Class Against All Defendants)

26. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

27. Pursuant to California Labor Code §§ 1194, 1197, and applicable IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

28. During the Class Period, Defendants failed to pay Plaintiff and Class Members minimum wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff and Class Members to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class Members' records; failing to provide accurate itemized wage statements to Plaintiff for each pay period; and other methods to be discovered.

29. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197, and applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO MAINTAIN REQUIRED RECORDS

(By Plaintiff and the Class Against All Defendants)

30. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

31. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and applicable IWC Wage Orders, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and each work period; and accurate itemized statements.

32. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiff and the Class Against All Defendants)

33. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

34. During the Class Period, Defendants routinely failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiff and Class Members and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and applicable IWC Wage Orders. During the Class Period, Defendants knowingly and intentionally failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

35. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California, Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(By Plaintiff and the Class Against All Defendants)**

4 40. Plaintiff realleges and incorporates by reference all of the allegations contained in the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 41. Each and every one of Defendants' acts and omissions in violation of the California
7 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
8 Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to
9 provide required rest periods, Defendants' failure and refusal to pay overtime compensation,
10 Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages
11 due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized
12 wage statements; Defendants' failure and refusal to maintain required records, Defendants' failure and
13 refusal to indemnify Plaintiff and Class Members for necessary expenditures and/or losses incurring in
14 discharging their duties, constitute an unfair and unlawful business practice under California Business
15 and Professions Code § 17200 *et seq.*

16 42. Defendants' violations of California wage and hour laws constitute a business practice
17 because Defendants' aforementioned acts and omissions were done repeatedly over a significant period
18 of time, and in a systematic manner, to the detriment of Plaintiff and Class Members.

19 43. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods,
20 and other benefits as required by the California Labor Code, the California Code of Regulations, and the
21 applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct
22 sums of assessment to the state authorities under the California Labor Code and other applicable
23 regulations.

24 44. As a result of Defendants' unfair and unlawful business practices, Defendants have
25 reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and
26 members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them
27 to Plaintiff and Class Members.
28

45. Defendants' unfair and unlawful business practices entitle Plaintiff and Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and Class Members the wages and other compensation unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES

(By Plaintiff and the Class Against All Defendants)

46. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

47. Pursuant to California Labor Code §§ 201, 202, and 203, if an employer discharges an employee, or an employee resigns, the wages earned and unpaid at the time of the discharge or resignation are due and payable immediately.

48. During the Class Period, Defendants knowingly and willfully failed to properly pay Plaintiff and Class Members all wages earned and unpaid at the time of the discharge or resignation, including but not limited to overtime compensation, in violation of California Labor Code §§ 201, 202, and 203.

49. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek penalties pursuant to California Labor Code § 203. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 203, as well as other available remedies.

NINTH CAUSE OF ACTION

ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT

(By Plaintiff and the Class Against All Defendants)

Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1 50. Plaintiff was an aggrieved employee within the meaning of Cal. Lab. Code § 2699(a),
2 as Defendants committed multiple California Labor Code violations against him, as previously pled in
3 this First Amended Complaint.

4 51. California Labor Code Division 2, Part 2, Chapter 1, Section 558 provides as follows:

5 “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be
6 violated, a section of this chapter or any provision regulating hours and days of work in any
7 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
8 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
9 which the employee was underpaid in addition to an amount sufficient to recover underpaid
10 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
11 employee for each pay period for which the employee was underpaid in addition to an amount
12 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
13 to the affected employee.”

14 52. Defendants’ failures to provide minimum wages, overtime/double time wages, duty-free
15 meal and/or rest periods or to pay compensation of one hour pay for each meal and/or rest period not
16 provided, willful failure to pay wages owed upon separation of employment, and failure to provide
17 accurate wage statements in accordance with California law, including that of California Labor Code
18 Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, and Wage Order No. 4-2001, §§
19 3A, 4A, 11, and 12, entitles Plaintiff to recover a civil penalty as an aggrieved employee on behalf of
20 himself and other current and former employees of Defendants, pursuant to California Labor Code
21 Section 558 and Wage Order No. 4-2001, § 20.

22 53. Defendants’ failures to provide minimum wages, overtime/double time wages, duty-free
23 meal and/or rest periods or to pay compensation of one hour pay for each meal and/or rest period not
24 provided, and failure to provide accurate wage statements in accordance with California law, including
25 that of California Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2,
26 2802, and Wage Order No. 4-2001, §§ 3A, 4A, 11, and 12, entitles Plaintiff to recover a civil penalty as
27 an aggrieved employee on behalf of himself and other current and former employees of Defendants,
28 pursuant to California Labor Code Section 2699(f).

54. Pursuant to the provisions of Labor Code Section 2699 *et seq.*, Defendants' failure to pay on their regular pay day compensation of one hour pay for each duty-free meal or rest period not provided and failure to pay minimum wages and overtime/double time wages entitles Plaintiff, as an aggrieved employee on behalf of himself and other current and former employees of Defendants, to recover the penalties set forth in Labor Code Section 210.

55. Defendants' failures to provide itemized wage statements, including statements accurately setting forth gross and net wages earned and hours worked, in accordance with Labor Code Section 226(a), Plaintiff, as an aggrieved employee on behalf of himself and other current and former employees of Defendants, are entitled to recover the penalties set forth in Labor Code section 226.3.

56. Plaintiff has complied with the procedural requirements specified in Labor Code Section 2699.3 as to Defendants' violations of Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, and 1194.2 and the applicable Wage Orders including but not limited to Wage Order No. 4-2001.

57. Written notices were sent via electronic mail to the Labor and Workforce Development Agency and via certified mail to Defendants on December 25, 2020, alleging the violations contained herein. As the Labor and Workforce Development Agency has not provided notice within sixty days of said mailing that it intended to investigate the alleged violations, Plaintiff, as an aggrieved employee on behalf of himself and other current and former employees of Defendants, pursue this cause of action pursuant to Labor Code Section 2699 *et seq.*

58. As a result of the violations alleged herein, Plaintiff, as an aggrieved employee on behalf of himself and other current and former employees of Defendants, seek all civil penalties available pursuant to Labor Code Section 2699. Therefore, pursuant to Labor Code Section 2699, Plaintiff, as an aggrieved employee on behalf of himself and other current and former employees of Defendants, are entitled to recover all civil penalties owed, attorneys' fees, expenses, and costs of suit pursuant to California Labor Code § 2699(g)(1)-(i).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully pray for relief against Defendants and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class Members, as well as disgorged profits from the unfair and unlawful business practices of Defendants;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and applicable IWC Wage Orders;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e), 226.3 and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;
12. For an order appointing Plaintiff as class representative, and Plaintiffs' counsel as class counsel;
13. For civil penalties pursuant to Labor Code § 2699, et seq., and all other applicable Labor Code provisions; and

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14. For such further relief that the Court may deem just and proper.

DATED: April 26, 2021

REMEDY LAW GROUP LLP

By: Andy Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff
on behalf of himself and all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF, on behalf of himself and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: April 26, 2021

REMEDY LAW GROUP LLP

By: Andy Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff
on behalf of himself and all others similarly situated