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Attorneys for Plaintiff
ARLENE SANTOS

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

ARLENE SANTOS, on behalf of herself 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. Joseph T. Ortiz, Dept. S-17]

**SECOND 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 Arlene Santos¹ (“Plaintiff”), demanding a jury trial, on behalf of herself 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 Arlene Santos is a female resident of Arizona. Plaintiff was employed by
Defendants.

4. Plaintiff, on behalf of herself 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,

¹ On January 9, 2023 the Court ordered that Arlene Santos be substituted in as the named putative class representative following the death of former named putative class representative Rigoberto Encinas.

1 among other things, wages and penalties from unpaid wages earned and due, including but not limited to
2 unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest
3 period policies, failure to maintain required records, failure to provide accurate itemized wage
4 statements, failure to indemnify employees for necessary expenditures and/or losses incurred in
5 discharging their duties, and interest, attorneys' fees, costs, and expenses.

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

11 **DEFENDANTS**

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

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

26 8. At all relevant times herein, Defendants were the joint employers of Plaintiff and Class
27 Members. Plaintiff is informed and believes, and thereon alleges, that at all times material to this
28 Complaint Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers,

1 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
2 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
3 dominated by his, her or its co-Defendant, and each was the alter ego of the other.

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

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

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

21 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

9 **CLASS ACTION**

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

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

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

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3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS**

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

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

8 18. At all times relevant herein, as part of Defendants' illegal payroll policies and practices to
9 deprive their non-exempt employees all wages earned and due, Defendants failed to provide rest periods
10 to Plaintiff and Class Members as required under California Labor Code §§ 226.7 and 512, and
11 applicable IWC Wage Orders.

12 19. Defendants further violated California Labor Code§ 226.7 and applicable IWC Wage
13 Orders by failing to pay Plaintiff and Class Members who were not provided with a rest period, in
14 accordance with the applicable wage order, one additional hour of compensation at each employee's
15 regular rate of pay for each workday that a rest period was not provided.

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

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME WAGES**

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

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

24 22. Pursuant to California Labor Code §§ 510, 1194, and applicable IWC Wage Orders,
25 Defendants are required to compensate Plaintiff and Class Members for all overtime, which is calculated
26 at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours
27 per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
28

workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

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)

1 worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing
2 when each employee begins and each work period; and accurate itemized statements.

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

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

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

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

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

23 35. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class
24 Members have been damaged in an amount according to proof at trial, and seek all wages earned and
25 due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available
26 statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§
27 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
28 not limited to those provided in California, Labor Code § 226(e), as well as other available remedies.

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3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

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

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

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

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

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

26 44. As a result of Defendants' unfair and unlawful business practices, Defendants have
27 reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and
28

members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and Class Members.

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)

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

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

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

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

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

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

an aggrieved employee on behalf of herself and other current and former employees of Defendants, 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 herself 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 herself 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 herself 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 herself 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 herself 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

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

- 3 1. For compensatory damages in an amount to be ascertained at trial;
- 4 2. For restitution of all monies due to Plaintiff and Class Members, as well as
5 disgorged profits from the unfair and unlawful business practices of Defendants;
- 6 3. For meal and rest period compensation pursuant to California Labor Code §
7 226.7 and applicable IWC Wage Orders;
- 8 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 9 5. For preliminary and permanent injunctive relief enjoining Defendants from
10 violating the relevant provisions of the California Labor Code and the IWC
11 Wager Orders, and from engaging in the unlawful business practices complained
12 of herein;
- 13 6. For waiting time penalties pursuant to California Labor Code § 203;
- 14 7. For statutory and civil penalties according to proof, including but not limited to
15 all penalties authorized by the California Labor Code §§ 226(e), 226.3 and 2699;
- 16 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
17 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any
18 other applicable provision providing for pre-judgment interest;
- 19 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
20 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable
21 provisions providing for attorneys' fees and costs;
- 22 10. For declaratory relief;
- 23 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth,
24 Sixth, Seventh, and Eighth Causes of Action as a class action;
- 25 12. For an order appointing Plaintiff as class representative, and Plaintiffs' counsel
26 as class counsel;
- 27 13. For civil penalties pursuant to Labor Code § 2699, et seq., and all other
28 applicable Labor Code provisions; and

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

DATED: January 11, 2023

REMEDY LAW GROUP LLP

By: Andy Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

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

DEMAND FOR JURY TRIAL

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

DATED: January 11, 2023

REMEDY LAW GROUP LLP

By: Andy Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

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

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not
3 a party to the instant action. My business address is 610 E. Providencia Ave., Unit B, Burbank, CA
91501.

4 On January 11, 2023, I served the foregoing document(s) described as: **SECOND AMENDED**
5 **CLASS ACTION COMPLAINT FOR DAMAGES AND RESTITUTION** on the interested parties
in this action via electronic mail as follows:

6 **VIA ELECTRONIC SERVICE TO DEFENDANTS**

7 Tom Sardoni, Esq.
8 tsardoni@yahoo.com

9
10 [] **BY MAIL VIA USPS:** I am readily familiar with the firm's practice of collection and processing
11 correspondence for mailing. Under that practice it is deposited with U.S. postal service in a sealed
12 envelope on the same day with postage thereon fully prepaid in Long Beach, California in the ordinary
course of business. I am aware that on motion of the party served, service is presumed invalid if the
postal cancellation date or postage meter date is more than one day after the date of deposit for mailing
stated in the affidavit.

13 [XX] **BY EMAIL TRANSMISSION:** By emailing the document(s) to the persons at the email
14 address(es).

15 I declare under penalty of perjury pursuant to the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on January 11, 2023 at Burbank, California.

18
19
20 By: Andy Tsarukyan
Andranik Tsarukyan