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And on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHELLE KUSSNER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MV PUBLIC TRANSPORTATION, INC, a
California Corporation; MV
TRANSPORTATION, INC.; DOES 1 through
25,

Defendants.

Case No.: 21STCV12259
Assigned to Hon. Carolyn B. Kuhl
SSC-Dept. 12

**SECOND AMENDED CLASS
ACTION AND PAGA COMPLAINT
FOR:**

- 1. Failure to Pay Wages Earned**
- 2. Failure to Pay Overtime**
- 3. Violation of Labor Code §§226.7
and 512(a) (Failure to Provide Meal
and Rest Breaks)**
- 4. Violation of Labor Code §226 (non-
compliant wage statements)**
- 5. Violation of Labor Code §§201 and
202 (Failure to Pay Unpaid Wages
at Time of Discharge)**
- 6. Violation of Labor Code §2802
(Failure to reimburse necessary
expenditures)**
- 7. Violation of Business & Professions
Code §§ 17200 *et seq.***
- 8. Recovery of Civil Penalties, Labor
Code § 2699**

Jury Trial Demanded
Case Filed March 30, 2021

1 **PARTIES, JURISDICTION AND VENUE**

2 1. Plaintiff Michelle Kussner is an individual and resident of Los Angeles,
3 California. Plaintiff was employed by Defendants as a driver for about 13 years, until
4 December 2020.

5 2. Plaintiff is informed and believes and based upon such information and belief
6 alleges that Defendant MV Public Transportation, Inc. is a corporation organized under the
7 laws of the state of California.

8 3. Plaintiff is informed and believes and based upon such information and belief
9 alleges that Defendant MV Transportation, Inc. is a corporation organized under the laws of
10 the state of California.

11
12 4. Plaintiff does not know the true names or capacities of the Defendants sued
13 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
14 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
15 of said fictitious Defendants are and were responsible in some manner for the injuries
16 complained of herein. Plaintiff will amend this Complaint to identify such fictitiously named
17 Defendants pursuant to Code of Civil Procedure Section 474 once their identities become
18 known.

19 5. The relief sought by Plaintiff on behalf of herself and the Class defined below
20 exceeds the minimal jurisdictional limits of the Superior Court and will be established
21 according to proof at trial. The Court has personal jurisdiction over each of the parties
22 because they are either citizens of this State, doing business in this State or otherwise have
23 minimum contacts with this State.

24 6. Venue is proper in this County, as Plaintiff worked, resides, and received her
25 pay from Defendants here.

26 7. Plaintiff is informed and believes and based thereon, alleges that the
27 Defendants were at all times relevant hereto members of, and engaged in, a joint venture,
28 partnership, association or common enterprise, and acting within the course and scope of,

1 and in pursuance of, said joint venture, partnership, association or common enterprise.
2 Furthermore, Plaintiff is informed and believes and based thereon, alleges that at all times
3 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
4 acted as agents or employees of each other with respect to, the commission of the acts
5 complained of herein. Defendants are therefore jointly and severally liable for the injuries
6 complained of herein.

7 **CLASS ALLEGATIONS**

8 8. Plaintiff brings this action pursuant to California Code of Civil Procedure
9 Section 382 on behalf of herself and the Class described below. The Class is comprised of
10 and defined as:

11 All persons who were employed by Defendants in California as non-
12 exempt hourly drivers, bus operators, bus aides or similar positions
13 from June 11, 2020 until the date that the class is certified (hereinafter
14 “the Class period”).

15 9. There exists a well-defined community of interest among the Class, and the
16 Class is readily ascertainable.

17 10. The members of the Class are so numerous that joinder of all members in a
18 single action would not be feasible or practical, and the amount of individual damages is not
19 large enough to make individual lawsuits by each class member practical or feasible.
20 Plaintiff is informed and believes and based upon such information and belief alleges that
21 there are in excess of 50 members of the Class.

22 11. Plaintiff’s claims are typical of the claims of the rest of the Class, and
23 Plaintiff will fairly and adequately represent the interests of the Class.

24 12. Common issues of fact and/or law predominate in this action over any
25 allegedly individual issues. Specifically, the following common questions of fact or law
26 predominate and make this action superior to individual actions:

27 (i) whether Plaintiff and the rest of the Class are entitled to
28 recover damages, penalties and other relief on the grounds that Defendants have used

1 uniform policies and procedures that have consistently violated California labor laws and
2 regulations and caused Plaintiff and the rest of the Class to suffer the same or similar
3 injuries;

4 (ii) whether Defendants failed to pay Plaintiff and the rest of the
5 Class for all hours worked, in violation of California Law including Labor Code Section 204
6 and the applicable IWC wage order;

7 (iii) whether Defendants failed to compensate Plaintiff and the rest
8 of the Class for overtime worked, in violation of Labor Code Section 510;

9 (iv) whether Defendants failed to provide wage statements
10 containing all of the information required by Labor Code section 226(a);

11 (v) whether Defendants failed to provide Plaintiff and the rest of
12 the Class with legally required meal and rest breaks, in violation of Labor Code Sections
13 226.7 and 512(a) and the applicable wage order;

14 (vi) whether Defendants failed to compensate Plaintiff and the rest
15 of the Class for all amounts due at the time of discharge, in violation of Labor Code Sections
16 201 and 202;

17 (vii) whether Defendants violated Labor Code section 246 by
18 failing to pay Plaintiff and the rest of the Class for sick leave at the employee's regular rate
19 of pay;

20 (viii) whether Defendants failed to indemnify the Class for all of the
21 necessary expenditures or losses incurred in direct consequence of the discharge of their
22 duties, or of their obedience to the directions of their employer, in violation of Labor Code
23 Section 2802; and

24 (ix) whether Defendants' practices constitute unfair, fraudulent, or
25 illegal business practices under Business and Professions Code Sections 17200 *et seq.*

26 13. California labor laws under which Plaintiff asserts the following causes of
27 action on behalf of herself and the rest of the Class are broadly remedial in nature. These
28 labor laws serve an important public interest in establishing minimum working conditions

1 and standards in California. They furthermore protect employees from exploitation by
2 employers who may seek to take advantage of their superior economic and bargaining power
3 in setting onerous terms and conditions of employment. The class action mechanism is a
4 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
5 employee in the Class was required to file an individual action, Defendants would be able to
6 use their superior financial and legal resources to gain an unfair advantage over each
7 individual class member. Moreover, requiring each class member to pursue an individual
8 action would also discourage the assertion of meritorious causes of action by employees
9 who would likely be disinclined to file such individual actions due to a justifiable fear of
10 retaliation and damage to their careers at subsequent employment.

11 14. In addition, even if feasible, individual actions by each Class member would
12 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
13 of each Class member against Defendants, that in turn could establish potentially
14 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
15 to individual Class members that would, as a practical matter, be dispositive of the interests
16 of the other Class members. Furthermore, the claims of each individual Class member are
17 not sufficiently large enough to make it economically feasible to bring each Class member's
18 claims on an individual basis.

19 **GENERAL ALLEGATIONS**

20 15. Plaintiff is informed and believes and, based thereon, alleges that during the
21 Class Period, Defendants employed Plaintiff and the rest of the Class as exempt employees.

22 16. Plaintiff was employed as a bus driver. She drove dial-a-ride and meals on
23 wheels routes in Beverly Hills and West Hollywood, California.

24 17. Defendants paid Plaintiff an hourly wage plus periodic bonuses.

25 18. During the Class Period, Plaintiff was not always provided with compliant
26 meal and rest breaks. Among other things, while on meal and rest breaks, she was required to
27 be in contact with her dispatcher by radio at all times and she was not permitted to leave the
28 vicinity of bus that she was driving. She was also required to immediately respond to safety

1 messages, even while on breaks. Plaintiff was not paid the premium wages mandated by Labor
2 Code section 226.7(c) for such non-compliant meal and rest breaks.

3 19. On information and belief, Plaintiff alleges that Defendants applied the same
4 policies described above to all other members of the proposed Class. As alleged below, these
5 uniform policies, practices and procedures violated California's labor laws and constituted
6 unfair, fraudulent or illegal business practices under Business & Professions Code Sections
7 17200 *et seq.*

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES OWED**

10 (Against all Defendants)

11 20. Plaintiff re-alleges and incorporate herein by this reference each of the
12 allegations set forth in Paragraphs 1- 19, inclusive.

13 21. During the Class period, Labor Code Section 204 and the applicable IWC
14 Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all
15 times relevant hereto, Labor Code Section 204, the applicable IWC Wage Order, and other
16 provisions of California law required Defendants to compensate Plaintiff and the Class for
17 all hours worked, which included and includes the time Plaintiff and the Class were and are
18 performing work for the benefit of Defendants.

19 22. Plaintiff and members of the Class were not paid for all hours worked at the
20 applicable minimum wage or at the wage promised by Defendants, including at the correct
21 regular rate for sick pay. Because their meal breaks were effectively on-duty, Plaintiff and
22 Class members should have been paid for the time spent on meal breaks, instead of having
23 such time deducted from their pay.

24 23. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
25 Defendants unpaid wages earned at any time during the Class Period, plus liquidated
26 damages under Labor Code Section 1194.2, interest thereon, and reasonable attorneys' fees
27 and costs.
28

1 **SECOND CAUSE OF ACTION**

2 **FOR FAILURE TO PAY OVERTIME WAGES**

3 24. Plaintiff re-alleges and incorporates herein by this reference each of the
4 allegations set forth in Paragraphs 1-23, inclusive.

5 25. During the Class period, California Labor Code section 510 and/or other
6 applicable law required Defendants to compensate Plaintiff and the Class at no less than one
7 and one-half times their regular rate of pay for any hours worked in excess of eight (8) hours
8 in any day and forty (40) hours in any one workweek. In addition, section 510 required
9 Defendants to compensate Plaintiff and the Class at no less than two times their regular rate
10 for all hours worked in excess of twelve (12) hours in any day and for all hours worked in
11 excess of eight (8) hours on the seventh day of any work week.

12 26. At times during the Class Period, Plaintiff and the Class were required to
13 work in excess of eight (8) hours in any day and/or more than forty (40) hours during the
14 workweek.

15 27. Plaintiff and the Class were not compensated for this time at the rates
16 required by Labor Code Section 510. Among other things, in determining whether Plaintiff
17 and Class members were entitled to overtime compensation, Defendants did not consider the
18 time that such employees spent on non-compliant on-duty meal periods. As a result, Plaintiff
19 and Class members were not paid all of the overtime compensation owed to them.
20 Moreover, Defendants did not correctly calculate the overtime owed to Plaintiff and Class
21 members for their bonuses.

22 28. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
23 Defendants unpaid overtime that they incurred during the Class Period, interest thereon,
24 reasonable attorneys' fees and costs.

1 **THIRD CAUSE OF ACTION**

2 **FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)**

3 **AND THE APPLICABLE IWC WAGE ORDER**

4 (Against all Defendants)

5 29. Plaintiff re-alleges and incorporates herein by this reference each of the
6 allegations set forth in Paragraphs 1-28, inclusive.

7 30. During the Class period, Labor Code Sections 226.7(b) and 512(a) and the
8 applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of
9 the Class. At all times relevant hereto, Labor Code Section 226.7(b) provided that
10 employers such as Defendants could not require employees such as the Class members to
11 work during any meal or rest period mandated by an applicable order of the IWC.

12 31. At all times relevant hereto, Labor Code Section 512(a) and the applicable
13 IWC Order also required Defendants, every time Plaintiff and the Class worked a period of
14 five (5) or more hours per day, to permit Plaintiff and the Class the opportunity to take a
15 thirty (30) minute uninterrupted meal break during which Plaintiff and the Class were and
16 are free to leave their vehicles and were and are relieved of all duty.

17 32. At all relevant times, the applicable IWC Wage Order provides that "[e]very
18 employer shall authorize and permit all employees to take rest periods, which insofar as
19 practicable shall be in the middle of each work period" and that the "rest period time shall be
20 based on the total hours worked daily at the rate of ten (10) minutes net rest per four (4)
21 hours or major fraction thereof" unless the total daily work time is less than three and one-
22 half (3 ½) hours.

23 33. At times during the Class period, Plaintiff and the rest of the Class were not
24 provided with any meal period at all or were required by Defendants to work more than five
25 (5) hours per day before they were given the opportunity to take a thirty (30) minute
26 uninterrupted meal break during which Plaintiff and the Class were and are free to leave
27 their vehicles and were and are relieved of all duty.

34. In addition, during the Class Period, Defendants failed to provide Plaintiff and the rest of the Class with all of the required compliant rest periods in violation of Labor Code Section 226.7(b) and the applicable IWC Wage Order.

35. Accordingly, pursuant to Labor Code Section 226.7(c), Plaintiff and the rest of the Class are entitled to recover from Defendants one additional hour of pay at the Class members' regular rate of compensation for each workday that a meal or rest period was not provided.

FOURTH CAUSE OF ACTION

FOR VIOLATIONS OF LABOR CODE SECTION 226

36. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-35, inclusive.

37. During the Class period, Labor Code Section 226(a) applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code Section 226(a) required that employers such as Defendants furnish to their employees, semi-monthly or at the time of each payment of wages, an accurate itemized statement in writing showing: "(1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

38. Plaintiff is informed and believes and, based thereon, alleges that during the Class Period Defendants knowingly and intentionally failed to provide such accurate itemized wage statements to Plaintiff and the members of the Class. Among other things, the

1 wage statements that Defendants issued to Plaintiff and Class members failed to include the
2 unpaid wages identified in other causes of action asserted herein and in reporting bonus
3 overtime, failed to include the hourly rate and number of hours worked. Therefore,
4 Defendants violated Labor Code Section 226(a).

5 39. Plaintiff and the rest of the Class suffered injury as a result of Defendants'
6 failure to comply with Labor Code Section 226(a).

7 40. Accordingly, pursuant to Labor Code Section 226(e), Plaintiff and each
8 member of the Class are entitled to recover from Defendants the greater of their actual
9 damages or fifty dollars (\$50) for the initial violation of Labor Code Section 226(a) and one
10 hundred dollars (\$100) for each subsequent violation during the Class Period, up to a
11 maximum of \$4,000 per Class member, plus reasonable attorneys' fees and costs.

12 **FIFTH CAUSE OF ACTION**

13 **FOR VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

14 (Against all Defendants)

15 41. Plaintiff re-allege and incorporate herein by this reference each of the
16 allegations set forth in Paragraphs 1-40, inclusive.

17 42. During the Class period, Labor Code Sections 201 and 202 applied to
18 Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto,
19 Labor Code Section 201 provided that, if an employer such as Defendants discharged an
20 employee such as a member of the Class, the wages earned and unpaid at the time of
21 discharge were due and payable immediately.

22 43. Furthermore, at all relevant times Labor Code Section 202 provided and
23 provides that, if an employee such as a member of the Class voluntarily leaves his or her
24 employment, the wages earned and unpaid must be paid by the employer within seventy-two
25 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice
26 of his or her intention to leave, in which case the employee is entitled to receive his or her
27 wages immediately at the time of quitting.

44. Plaintiff and other members of the Class left their position of employment at Defendants' business during the Class Period. However, Defendants willfully did not pay Plaintiff and the Class all of the wages that were due to them within the time required by sections 201 and 202. Defendants therefore violated Labor Code Section 201 and 202.

45. During the Class period, Labor Code Section 203 provided that, if an employer such as Defendants fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

46. Accordingly, Plaintiff and the members of the Class who were discharged or who quit during the Class period are entitled to receive their wages for each day that their wages remain unpaid, at their regular rate of pay, up to a maximum of thirty (30) days, plus interest, costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTION 2802

(Against all Defendants)

47. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-46, inclusive.

48. During the Class period, Labor Code Section 2802 applied to Defendants' employment of Plaintiff and the rest of the Class, and required employers such as Defendants to reimburse their employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties, which includes the obligation to reimburse employees for the cost of navigations aids, such as mobile phones, for the costs of components of their uniforms, for maintaining their uniforms and for using their own mobile phones or computers to obtain their wage statements.

49. Defendants have failed and refused to compensate Plaintiff and the Class for any of these expenses.

1 50. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
2 Defendants the cost of their reimbursable expenses, interest thereon, together with their
3 reasonable attorneys' fees and costs.

4
5 **SEVENTH CAUSE OF ACTION**
6 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE**
7 **SECTIONS 17200 *ET SEQ.***

8 (Against all Defendants)

9 51. Plaintiff re-alleges and incorporates herein by this reference each of the
10 allegations in Paragraphs 1-50, inclusive.

11 52. During the Class period, Defendants' practices, as alleged above, have been
12 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the
13 Class and the general public. Defendants' above-alleged practices constitute violations of
14 Business and Professions Code Sections 17200 *et seq.* Specifically, a practice that violates
15 any state law or regulation may constitute the basis of an unlawful business practice
16 prohibited by Business and Professions Code Sections 17200 *et seq.*

17 53. Among other things, the following practices of Defendants, as alleged above,
18 constitute unfair business practices:

19 a. Defendants' failure to properly compensate Plaintiff and the Class for
20 all time worked;

21 b. Defendants' failure to provide overtime compensation for overtime
22 work, as required by Labor Code section 510;

23 c. Defendants' failure to provide meal and rest breaks, as required by
24 Labor Code Sections 226.7(b) and 512(a) and the applicable IWC order and to compensate
25 Plaintiff and Class members as required by Labor Code section 226.7(c);

26 d. Defendants' failure to reimburse Plaintiff and the Class for their
27 reimbursable expenses as required by Labor Code Section 2802; and
28

1 e. Defendants' failure pay for sick leave at the regular rate of pay, as
2 required by Labor Code section 246.

3 54. Accordingly, pursuant to Business and Professions Code Section 17200
4 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
5 property held by Defendants during the Class Period.

6 55. Plaintiff meets the standing requirements for seeking relief pursuant to
7 Business and Professions Code Section 17203, in that she has suffered an injury in fact and
8 has lost money as a result of Defendants' policies, practices and procedures, as more fully
9 set forth elsewhere in this pleading.

10 **EIGHTH CAUSE OF ACTION**

11 **RECOVER OF CIVIL PENALTIES UNDER PAGA**

12 56. Plaintiff re-alleges and incorporates herein by this reference, the allegations
13 in Paragraphs 1 through 55, inclusive.

14 57. Plaintiff brings this claim on behalf of the Labor and Workforce
15 Development Agency ("LWDA") under the California Labor Code Private Attorneys
16 General Act of 2004 ("PAGA"), California Labor Code §§ 2698-2699.5. In pursuing his
17 PAGA claim, Plaintiff represents the same legal right and interest as state labor law
18 enforcement agencies. PAGA permits Plaintiff to recover civil penalties that otherwise
19 would have been assessed and collected by the LWDA and other state agencies.

20 58. Plaintiff has complied with the notice requirements of Labor Code section
21 2699.3. On March 30, 2021, Plaintiff's representatives notified the LWDA of the Labor
22 Code violations alleged herein. The LWDA has not responded to Plaintiff's initial notice.
23 Pursuant to section 2699.3(a)(2)(A), Plaintiff is now entitled to seek recovery civil penalties
24 for Defendants' violations against all of Defendant's aggrieved employees.

25 58. As alleged herein, such violations include:

26 a. Failure to Pay Wages Earned

27 b. Violations of Labor Code §510 (Failure to Pay Overtime)

- c. Violation of Labor Code §§226.7 and 512(a) (Failure to Provide Meal and Rest Breaks)
- d. Violation of Labor Code §226 (non-compliant wage statements)
- e. Violation of Labor Code §§201 and 202 (Failure to Pay Unpaid Wages at Time of Discharge)
- f. Violation of Labor Code §2802 (Failure to reimburse necessary expenditures)
- g. Failure to pay sick leave at the regular rate.

59. Accordingly, on behalf of all aggrieved employees, Plaintiff seeks recovery of civil penalties owed by Defendant as result of such violations pursuant to Labor Code section 2699, in addition to reasonable attorney's fees and costs of suit.

PRAYER

WHEREFORE, Plaintiff prays for judgment on behalf of herself and the rest of the Class against all Defendants, as follows:

ON THE FIRST CAUSE OF ACTION

1. For unpaid wages for Defendants' failure to pay Plaintiff and the Class for all hours worked;
2. For liquidated damages pursuant to Labor Code Section 1194.2;
3. For prejudgment interest; and
4. For reasonable attorneys' fees and costs under Labor Code Section 218.5.

ON THE SECOND CAUSE OF ACTION

1. For unpaid overtime wages for Defendants' failure to pay Plaintiff and the Class for all overtime hours worked at overtime rates;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs under Labor Code Section 218.5.

1 **ON THE THIRD CAUSE OF ACTION**

- 2 1. For unpaid compensation for failing to provide timely and uninterrupted meal
3 periods and rest periods;
4 2. For prejudgment interest; and
5 3. For reasonable attorneys' fees pursuant to Code of Civil Procedure section
6 1021.

7 **ON THE FOURTH CAUSE OF ACTION**

- 8 1. For damages under Labor Code Section 226(e) for the failure to provide
9 accurate wage statements in accordance with Labor Code §226(a);
10 2. For reasonable attorneys' fees under Labor Code Section 226(e).

11 **ON THE FIFTH CAUSE OF ACTION**

- 12 1. For the wages of each Class member who is no longer employed by
13 Defendant at their regular daily rate up to a maximum of thirty (30) days;
14 2. For prejudgment interest; and
15 3. For reasonable attorneys' fees.

16 **ON THE SIXTH CAUSE OF ACTION**

- 17 1. For cost of the reimbursable expenses incurred by Plaintiff and the expense
18 Class;
19 2. For prejudgment interest;
20 3. For reasonable attorneys' fees and costs under Labor Code Section 2802.

21 **ON THE SEVENTH CAUSE OF ACTION**

- 22 1. For restitution of all unpaid wages, overtime and other monies withheld from
23 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent
24 business practices;
25 2. For reasonable attorneys' fees and costs under Code of Civil Procedure
26 Section 1021.5.

27 **ON THE EIGHTH CAUSE OF ACTION**

- 28 1. For civil penalties; and

1 2. For reasonable attorney’s fees and costs pursuant to California Labor Code
2 section 2699(g).

3 **ON ALL CAUSES OF ACTION**

4 1. For certification of the First through Seventh Causes of Action as a class
5 action;

6 2. For attorneys' fees and costs pursuant to Civil Procedure Section 1021.5, the
7 “common fund” theory, the “substantial benefit” theory and/or any other applicable theory
8 or doctrine;

9 3. For costs of suit; and

10 4. For such further relief as the Court may deem appropriate.

11 DATED: June 21, 2023

GUNDZIK GUNDZIK HEEGER LLP

12
13 By: 

14 Aaron C. Gundzik
15 Attorneys for Plaintiff Michelle Kussner,
16 individually and on behalf of all others
17 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: June 21, 2023

GUNDZIK GUNDZIK HEEGER LLP

By: _____



Aaron C. Gundzik
Attorneys for Plaintiff Michelle Kussner,
individually and on behalf of all others
similarly situated