

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GUNDZIK GUNDZIK HEEGER LLP
14011 Ventura Blvd., Suite 206E
Sherman Oaks, CA 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
N. CORY BARARI (State Bar No. 295306)
CASKEY & HOLZMAN
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Attorneys for Plaintiff Michelle Kussner, individually
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; DOES 1 through 25,

Defendants.

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

**FIRST AMENDED CLASS ACTION
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

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

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

20 5. Venue is proper in this County, as Plaintiff worked, resides, and received her
21 pay from Defendants here.

22 6. Plaintiff is informed and believes and based thereon, alleges that the
23 Defendants were at all times relevant hereto members of, and engaged in, a joint venture,
24 partnership, association or common enterprise, and acting within the course and scope of,
25 and in pursuance of, said joint venture, partnership, association or common enterprise.
26 Furthermore, Plaintiff is informed and believes and based thereon, alleges that at all times
27 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
28 acted as agents or employees of each other with respect to, the commission of the acts

1 complained of herein. Defendants are therefore jointly and severally liable for the injuries
2 complained of herein.

3 **CLASS ALLEGATIONS**

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

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

11 8. There exists a well-defined community of interest among the Class, and the
12 Class is readily ascertainable.

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

18 10. Plaintiff’s claims are typical of the claims of the rest of the Class, and
19 Plaintiff will fairly and adequately represent the interests of the Class.

20 11. Common issues of fact and/or law predominate in this action over any
21 allegedly individual issues. Specifically, the following common questions of fact or law
22 predominate and make this action superior to individual actions:

23 (i) whether Plaintiff and the rest of the Class are entitled to
24 recover damages, penalties and other relief on the grounds that Defendants have used
25 uniform policies and procedures that have consistently violated California labor laws and
26 regulations and caused Plaintiff and the rest of the Class to suffer the same or similar
27 injuries;

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

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

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

8 (v) whether Defendants failed to provide Plaintiff and the rest of
9 the Class with legally required meal and rest breaks, in violation of Labor Code Sections
10 226.7 and 512(a) and the applicable wage order;

11 (vi) whether Defendants failed to compensate Plaintiff and the rest
12 of the Class for all amounts due at the time of discharge, in violation of Labor Code Sections
13 201 and 202;

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

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

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

23 12. California labor laws under which Plaintiff asserts the following causes of
24 action on behalf of herself and the rest of the Class are broadly remedial in nature. These
25 labor laws serve an important public interest in establishing minimum working conditions
26 and standards in California. They furthermore protect employees from exploitation by
27 employers who may seek to take advantage of their superior economic and bargaining power
28 in setting onerous terms and conditions of employment. The class action mechanism is a

1 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
2 employee in the Class was required to file an individual action, Defendants would be able to
3 use their superior financial and legal resources to gain an unfair advantage over each
4 individual class member. Moreover, requiring each class member to pursue an individual
5 action would also discourage the assertion of meritorious causes of action by employees
6 who would likely be disinclined to file such individual actions due to a justifiable fear of
7 retaliation and damage to their careers at subsequent employment.

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

16 **GENERAL ALLEGATIONS**

17 14. Plaintiff is informed and believes and, based thereon, alleges that during the
18 Class Period, Defendants employed Plaintiff and the rest of the Class as exempt employees.

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

21 16. Defendants paid Plaintiff an hourly wage plus periodic bonuses.

22 17. During the Class Period, Plaintiff was not always provided with compliant
23 meal and rest breaks. Among other things, while on meal and rest breaks, she was required to
24 be in contact with her dispatcher by radio at all times and she was not permitted to leave the
25 vicinity of bus that she was driving. She was also required to immediately respond to safety
26 messages, even while on breaks. Plaintiff was not paid the premium wages mandated by Labor
27 Code section 226.7(c) for such non-compliant meal and rest breaks.

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

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES OWED**

8 (Against all Defendants)

9 19. Plaintiff re-alleges and incorporate herein by this reference each of the
10 allegations set forth in Paragraphs 1- 18, inclusive.

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

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

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

25 **SECOND CAUSE OF ACTION**

26 **FOR FAILURE TO PAY OVERTIME WAGES**

27 23. Plaintiff re-alleges and incorporates herein by this reference each of the
28 allegations set forth in Paragraphs 1-22, inclusive.

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

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

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

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

THIRD CAUSE OF ACTION

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

AND THE APPLICABLE IWC WAGE ORDER

(Against all Defendants)

28. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-27, inclusive.

29. During the Class period, Labor Code Sections 226.7(b) and 512(a) and the applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of

1 the Class. At all times relevant hereto, Labor Code Section 226.7(b) provided that
2 employers such as Defendants could not require employees such as the Class members to
3 work during any meal or rest period mandated by an applicable order of the IWC.

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

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

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

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

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

27 //

28 //

1 **FOURTH CAUSE OF ACTION**

2 **FOR VIOLATIONS OF LABOR CODE SECTION 226**

3 35. Plaintiff re-alleges and incorporates herein by this reference each of the
4 allegations set forth in Paragraphs 1-34, inclusive.

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

19 37. Plaintiff is informed and believes and, based thereon, alleges that during the
20 Class Period Defendants knowingly and intentionally failed to provide such accurate
21 itemized wage statements to Plaintiff and the members of the Class. Among other things, the
22 wage statements that Defendants issued to Plaintiff and Class members failed to include the
23 unpaid wages identified in other causes of action asserted herein and in reporting bonus
24 overtime, failed to include the hourly rate and number of hours worked. Therefore,
25 Defendants violated Labor Code Section 226(a).

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

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

6 **FIFTH CAUSE OF ACTION**

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

8 (Against all Defendants)

9 40. Plaintiff re-allege and incorporate herein by this reference each of the
10 allegations set forth in Paragraphs 1-39, inclusive.

11 41. During the Class period, Labor Code Sections 201 and 202 applied to
12 Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto,
13 Labor Code Section 201 provided that, if an employer such as Defendants discharged an
14 employee such as a member of the Class, the wages earned and unpaid at the time of
15 discharge were due and payable immediately.

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

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

26 44. During the Class period, Labor Code Section 203 provided that, if an
27 employer such as Defendants fails to pay any wages of an employee who is discharged or
28 who quits, the wages of the employee shall continue as a penalty from the due date thereof

1 at the same rate until paid or until an action therefore is commenced, but the wages shall not
2 continue for more than thirty (30) days.

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

7 **SIXTH CAUSE OF ACTION**

8 **FOR VIOLATION OF LABOR CODE SECTION 2802**

9 (Against all Defendants)

10 46. Plaintiff re-alleges and incorporates herein by this reference each of the
11 allegations set forth in Paragraphs 1-45, inclusive.

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

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

21 49. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
22 Defendants the cost of their reimbursable expenses, interest thereon, together with their
23 reasonable attorneys' fees and costs.

24 //

25 //

26 //

27 //

28 //

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

(Against all Defendants)

50. Plaintiff re-alleges and incorporates herein by this reference each of the allegations in Paragraphs 1-49, inclusive.

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

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

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

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

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

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

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

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

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

EIGHTH CAUSE OF ACTION

RECOVER OF CIVIL PENALTIES UNDER PAGA

55. Plaintiff re-alleges and incorporates herein by this reference, the allegations in Paragraphs 1 through 54, inclusive.

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

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

58. As alleged herein, such violations include:

- a. Failure to Pay Wages Earned
- 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)

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.

ON THE THIRD CAUSE OF ACTION

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

ON THE FOURTH CAUSE OF ACTION

1. For damages under Labor Code Section 226(e) for the failure to provide
accurate wage statements in accordance with Labor Code §226(a);

2. For reasonable attorneys' fees under Labor Code Section 226(e).

ON THE FIFTH CAUSE OF ACTION

1. For the wages of each Class member who is no longer employed by Defendant at their regular daily rate up to a maximum of thirty (30) days;

2. For prejudgment interest; and

3. For reasonable attorneys' fees.

ON THE SIXTH CAUSE OF ACTION

1. For cost of the reimbursable expenses incurred by Plaintiff and the expense Class;

2. For prejudgment interest;

3. For reasonable attorneys' fees and costs under Labor Code Section 2802.

ON THE SEVENTH CAUSE OF ACTION

1. For restitution of all unpaid wages, overtime and other monies withheld from Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent business practices;

2. For reasonable attorneys' fees and costs under Code of Civil Procedure Section 1021.5.

ON THE EIGHTH CAUSE OF ACTION

1. For civil penalties; and

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

ON ALL CAUSES OF ACTION

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

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

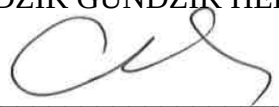
3. For costs of suit; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: June 21, 2021

GUNDZIK GUNDZIK HEEGER LLP

By: 

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

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

DATED: June 21, 2021

GUNDZIK GUNDZIK HEEGER LLP



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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On June 21, 2021, I served the following document described as

- **FIRST AMENDED CLASS ACTION COMPLAINT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated June 18, 2021, to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on June 21, 2021, at Sherman Oaks, California.



Nicole Salazar

SERVICE LIST

Gregory G. Iskander, Esq. Michael W. Nelson, Esq. LITTLER MENDELSON P.C. Treat Towers 1255 Treat Blvd., Suite 600 Walnut Creek, CA 94597 Telephone: (925) 932-2468 Facsimile: (925) 946-9809 Email: giskander@littler.com mwnelson@littler.com	Marshall A. Caskey, Esq. Daniel M. Holzman, Esq. N. Cory Barari, Esq. CASKEY & HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 Email: mcaskey@caskeyholzman.com dholzman@caskeyholzman.com nbarari@caskeyholzman.com
Sarah E. Ross, Esq. LITTLER MENDELSON, P.C. 2049 Century Park East, 5 th Fl. Los Angeles, CA 90067 Telephone: (310) 553-0308 Facsimile: (310) 553-5583 Email: sross@littler.com	<i>Attorneys for Michelle Kussner, on behalf of himself and other aggrieved employees</i>
<i>Attorneys for Defendant MV Public Transportation, Inc.</i>	