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Attorneys for Plaintiff,
JOSE ORDAZ, and all others similarly situated
(Additional attorneys for Plaintiff on next page)

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSE ORDAZ, on behalf of himself, all
others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor
Code Private Attorneys General Act of
2004,

Plaintiff,

vs.

MCLANE/SUNEAST, INC., a Texas
corporation; ~~MCLANE COMPANY, INC.,~~
~~a Texas corporation; MCLANE~~
~~FOODSERVICE, INC., a Texas~~
~~corporation; MCLANE FOODSERVICE~~
~~DISTRIBUTION, INC., a North Carolina~~
~~corporation; MCLANE BEVERAGE~~
~~DISTRIBUTION, INC., a Texas~~
~~corporation; and DOES 1–50, inclusive,~~

Defendants.

Consolidated Actions:

Case No. 5:21-cv-00657-JWH-SP (Lead)

Case No. 5:21-cv-01591-JWH-SP

[This document relates only to the *Ordaz v. McLane Suneast, Inc.* action.]

CLASS ACTION

THIRD AMENDED COMPLAINT FOR:

1. Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512 and 1198);
2. Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
3. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
4. Wage Statement Penalties (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code §§ 201, 201.3, 202, and 203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and
7. Civil Penalties (Lab. Code §§ 2698, et seq.).

JURY TRIAL DEMANDED



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1 Plaintiff, JOSE ORDAZ (hereafter "Plaintiff"), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this class and representative action against Defendant
5 MCLANE/SUNEAST, INC., a Texas corporation, and DOES 1–50, inclusive (collectively
6 "Defendants") for alleged violations of the California Labor Code, Industrial Welfare
7 Commission Order No. 9–2001 (hereafter "the Wage Order"), and the Business and Professions
8 Code.

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated current and former employees in California for unpaid wages and
11 other related relief. These claims are based on Defendants' alleged failures to: (1) Provide all
12 meal and rest periods in compliance with California law, (2) Pay all wages earned for all hours
13 worked at the correct rates of pay, (3) Indemnify Plaintiff and the below-described Class for
14 reasonable expenses incurred while performing their duties, (4) Provide accurate and complete
15 itemized written wage statements, (5) Timely pay all final wages upon termination of
16 employment, and (6) Fairly compete. Accordingly, Plaintiff now seeks to recover unpaid wages
17 and related relief through this class action.

18 PARTIES

19 3. Plaintiff JOSE ORDAZ is a resident of California. On or about July 3, 2019,
20 Defendants began to employ Plaintiff as an hourly maintenance mechanic. Defendants
21 continuously employed him in this capacity from his date of hire until on or about January 14,
22 2021, when his employment ended.

23 4. At all relevant times, Plaintiff was an "employee" within the meaning of Title 8
24 California Code of Regulations § 11090 and an "aggrieved employee" within the meaning of
25 Labor Code § 2699(c).

26 5. Defendant MCLANE/SUNEAST, INC., is a corporation organized and existing
27 under the laws of Texas and a citizen of California based on Plaintiff's information and belief.

28 6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
participation in the conduct alleged herein of the Defendants sued as DOES 1–50, inclusive, but
is informed and believes and thereon alleges that said Defendants are legally responsible for the
wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.



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1 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
2 when ascertained.

3 7. Plaintiff is informed and believes and thereon alleges that, at all relevant times
4 herein, all Defendants were the agents, employees, servants, masters, and/or employers of the
5 remaining Defendants, and, in doing the things hereinafter alleged, were acting within the course
6 and scope of such agency or employment and with the approval and ratification of each of the
7 other Defendants.

8 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
9 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
10 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
11 described class in accordance with applicable laws as alleged herein.

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

17 CLASS ALLEGATIONS

18 10. This action has been brought and may be maintained as a class action pursuant to
19 California Code of Civil Procedure § 382 because there is a well-defined community of interest
20 among the persons who comprise the readily ascertainable class defined below and because
21 Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class
22 action.

23 11. **Class Definition:** The Class is defined as follows: All hourly mechanic employees
24 currently and formerly employed in California by Defendants, at any time during the period
25 beginning four years prior to the filing of this action and ending on the date that final judgment is
26 entered in this action (“Class” or “Class Members”).

27 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
28 right to amend or modify the class definition with greater specificity, by further division into
subclasses and/or by limitation to particular issues.

13 13. **Numerosity:** The Class Members are so numerous that the individual joinder of
each individual Class Member is impractical. While Plaintiff does not currently know the exact



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number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

14. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to provide the Class Members with all meal and rest periods in compliance with California law;

B. Whether Defendants weekly failed to pay all wages earned to the Class Members for all hours worked at the correct rates of pay;

C. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

D. Whether Defendants knowingly and intentionally failed to provide the Class Members with accurate written wage statements;

E. Whether Defendants willfully failed to provide the Class Members with timely final wages upon termination of employment;

F. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code §§ 17200, et seq., with respect to the Class Members; and

G. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

15. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class Members.

17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of



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1 Plaintiff and absent Class Members.

2 18. **Superiority:** A class action is vastly superior to other available means for fair and
 3 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
 4 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
 5 and efficiently prosecute their common claims in a single forum without the unnecessary
 6 duplication of effort and expense that numerous individual actions would entail. In addition, the
 7 monetary amounts due to many individual Class Members are likely to be relatively small and
 8 would thus make it difficult, if not impossible, for individual Class Members to both seek and
 9 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
 10 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
 11 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

12 **STATEMENT OF FACTS**

13 19. On or about July 3, 2019, Defendants began to employ Plaintiff as an hourly
 14 maintenance mechanic. Plaintiff was tasked with truck maintenance in the repair department
 15 which included road calls where he assisted Defendant's truck drivers while they were on the
 16 road. The Class Members performed comparable duties to Plaintiff's. Defendants continuously
 17 employed him in this capacity from his date of hire until on or about January 14, 2021, when his
 18 employment ended.

19 20. At all relevant times, Defendants issued wages to Plaintiff and the Class Members
 20 on a bi-weekly basis and paid them at an hourly rate of pay. At all relevant times, Defendants
 21 classified Plaintiff and the Class Members as non-exempt employees entitled to the protections
 22 of both the Labor Code and the Wage Order.

23 21. At all relevant times, Plaintiff and the Class Members have worked over 8 hours
 24 in one workday and/or over 40 hours in one workweek. Defendants have divided the workday
 25 into two different shifts. The first shift is from 7:00 a.m. to 3:30 p.m., and the second shift is from
 26 3:30 p.m. until 12:00 a.m. Plaintiff mostly worked the second shift, however, he would often work
 27 past 12:00 a.m., until 3 or 4 a.m. Also, when Plaintiff worked the first shift, most of the time he
 28 would keep working three to four hours past 3:30 p.m. Plaintiff's workdays ranged from 8.5 to
 13 hours. Class Members informed Plaintiff and Plaintiff observed that they worked more than
 10 hours per day, and Plaintiff observed Class Members work shifts up to 14 hours due to road
 calls. Therefore, Plaintiff and the Class Members often qualified for at least one meal break and



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two rest breaks during their shifts. For example, during his employment with Defendants, Plaintiff, on average, worked more than ten (10) hours in a workday. Despite this, Defendants failed to provide Plaintiff and the Class Members with all timely rest and meal periods pursuant to California law, including but not limited to, two timely 30-minute uninterrupted off-duty meal periods and three paid 10-minute off-duty rest periods on workdays they worked more than 10 hours. Defendants' supervisors also often interrupted Plaintiff and the Class Members' meal periods by calling them on their personal mobile phones to discuss work-related matters and to assign more tasks. Further, due to the workload and low-staffing levels, Defendants denied Plaintiff and the Class Members their 30-minute duty-free meal periods within the first 5 hours of work. Around three times per week, Defendants tasked Plaintiff and the Class Members with road calls that required them to drive to long-distance locations like San Diego or Los Angeles, to complete assigned repair-work on company trucks. For these road calls, Defendants would require Plaintiff and the Class Members to drive for two to three hours from San Bernardino, complete the repair work, which would also require an average of 2 hours, and then return to the work premises in San Bernardino. During that time, Plaintiff and the Class Members were forbidden from taking lunch breaks as the managers instructed them to only take their lunch on work premises and after road calls were fulfilled. Defendants employed Richard Amezcua as the transportation manager during the relevant time period. Defendants tasked Mr. Amezcua with supervising all of their San Bernardino facility employees, including the truck drivers, mechanics, and the dispatch department. Mr. Amezcua also had authority in hiring employees and assigning them to departments. Mr. Amezcua, in the presence of the managers and many employees, instructed Plaintiff and the Class Members that they could not stop on the road to take their timely meal periods, and to always take their meal breaks or rest periods after they had completed their assigned repair-work. Defendants employed Ken (unknown last name) as their president. Richard Amezcua and Ken informed Plaintiff and the Class Members that "the drivers [Defendant's truck drivers] come first, and that's how McLane makes money."

22. During the relevant time., Jessica Black was the shop supervisor for Plaintiff and the other mechanics ("shop foreman"). Her duties were assigning tasks, reprimanding, and scheduling for approximately eight mechanics. Many times, when Plaintiff and the Class Members passed their fifth work hour while on road calls without a lunch break, they called Ms. Black to ask permission for a lunch break. Ms. Black would inform them that she needs Richard



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1 Amezcua's permission. This was often followed by a call from Mr. Amezcua informing Plaintiff
2 and the Class Members that they were prohibited from taking their lunch break.

3 23. If Plaintiff and the Class Members did not follow these instructions, management,
4 including Jessica Black and Richard Amezcua, threatened to write them up for "insubordination".

5 24. Plaintiff and the Class Members clocked-out for their meal periods using a
6 computer system. When Plaintiff and the Class Members took late meal periods due to the
7 workload or the assigned road-calls, Jessica Black (shop supervisor), under Richard Amezcua's
8 direction, instructed Plaintiff and the Class Members to sign time-correction sheets (which they
9 and management referred to as a "paper lunch") that falsely indicated they took timely, off-duty
10 meal periods. Defendants forced Plaintiff and the Class Members to sign time-correction sheets
11 even if Plaintiff and the Class Members had been on the road and were not able to take their meal
12 periods free of duty. The supervisors for Plaintiff and the Class Members, including Jessica Black
13 and Richard Amezcua, signed the time-correction sheets of the Plaintiff and the Class Members
14 for on-call/road call purposes. Almost all Plaintiff's the time-correction sheets that specify lunch
15 break clock in/out times indicate that the lunch breaks started exactly on the hour mark or exactly
16 at the half hour mark. This is the case for 39 out of 44 time-correction sheets that specify lunch-
17 break times. Also, the time-correction sheets indicate that all of the lunch breaks lasted exactly
18 30-minutes (34 out of 44 sheets), or 31-minutes (10 out of 44 sheets). Management arbitrarily
19 edited time records to reflect these arbitrary and unlikely statistics and required Plaintiff and the
20 Class Members to sign time-correction sheets attesting to timely 30-minute meal periods.
21 Defendant's managers, including Mr. Amezcua and Ms. Black, explained to Plaintiff and the
22 Class Members, in the presence of several other mechanics, that they had to write down a specific
23 time between the 4th and 5th hour of work to indicate they took lunch breaks so that Defendants
24 "don't get fined." Management also threatened to take disciplinary action against Plaintiff and
25 the Class Members if they did not agree to these time-corrections. If the Class Members were
26 written-up enough times, their employment would be terminated.

27 25. Plaintiff and the Class Members do not have time records demonstrating late or
28 missed lunch breaks because whenever that happened, Defendants forced Plaintiff and the Class
Members to sign time-correction sheets falsely indicating that they took compliant and timely
meal periods.

26 26. At all relevant times, Defendants failed to authorize and permit rest periods to



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1 Plaintiff and the Class Members in violation of California law. Due to the high workload,
 2 Defendants failed to authorize and permit Plaintiff and the Class Members to take 10-minute,
 3 paid, duty-free rest breaks every 4 hours worked or major fraction thereof. On those seldom
 4 occasions where Plaintiff and the Class Members took timely rest breaks, Defendants interrupted
 5 them with demands that they help drivers and perform related job duties. Defendants did not seek
 6 an exemption from the rest period protections of the Wage Order from California Divisions of
 7 Labor Standards Enforcements. Furthermore, Defendants failed to pay premium wages for days
 8 on which they failed to provide Plaintiff and the Class Members with timely rest breaks and/or
 meal periods in compliance with California law.

9 27. At all relevant times, Defendants required Plaintiff and the Class Members to work
 10 on-call shifts. Defendants often required Plaintiff and the Class Members to remain on-call for 24
 11 hours a day, for up to 7 days a week. However, Defendants did not pay Plaintiff and the Class
 12 Members minimum, overtime, and double-time wages for such on-call shifts. During such on-
 13 call shifts, Defendants restricted Plaintiff and the Class Members in the types of activities they
 14 could perform and required them to stay available at all times. Defendants prohibited Plaintiff
 15 and the Class Members from consuming alcohol during the waiting periods of on-call shifts, and
 16 required them to stay within 20-minute driving distance from their work area. Defendants required
 17 Plaintiff and the Class Members to always monitor their phones for work-related calls. Under
 18 threat of disciplinary action, Defendants required Plaintiff and the Class Members to respond and
 19 show-up to work within 20-minutes of such calls. Defendants, however, compensated the
 20 employees only when they arrived to work, and only for the period they actually worked.
 21 Consequently, Defendants failed to compensate Plaintiff and the Class Members for all hours
 worked.

22 28. Plaintiff and the Class Members complained several times to Jessica Black,
 23 Richard Amezcua and Ken about Defendants' non-compliant meal and rest period policies, as
 24 well as their unpaid on-call policies. Defendants failed to make any changes.

25 29. At all relevant times, Defendants required Plaintiff and the Class Members to incur
 26 certain business expenses in the course of performing their duties. Defendants required Plaintiff
 27 and the Class Members to use their personal mobile phones in the course of performing their
 28 duties. Defendants communicated with Plaintiff and the Class Members by phone regarding work
 instructions, scheduling, or to resolve work-related issues, and did not provide mobile phones or



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1 an alternative to them for this purpose. Even when Defendants did offer a work phone, there was
 2 only one phone to be shared between all employees during the on-call shift, and most of the time
 3 it was an old phone that was defective. Therefore, Defendants still contacted Plaintiff and the
 4 Class Members on their personal mobile phones. Plaintiff was subscribed to TMobile and paid
 5 approximately \$180 on his monthly phone bill. Defendants called Plaintiff and the Class Members
 6 multiple times during the day. Further, Defendants required Plaintiff and the Class Members to
 7 monitor their personal mobile phones at all times when working on-call shifts. Defendants did
 8 not reimburse Plaintiff and the Class Members for their mobile phone expenses.

9 30. Defendants failed to issue to Plaintiff and the Class Members complete and
 10 accurate wage statements as a result of their failure to state all hours worked at the correct rates
 11 of pay, and all wages earned including rest period and meal period premium wages. Defendants
 12 also failed to timely pay Plaintiff and the Class Members all earned wages described above during
 13 and at the conclusion of employment. Moreover, Defendants failed to maintain accurate employee
 14 records of Plaintiff and the Class Members.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PROVIDE REST BREAKS AND MEAL PERIODS**

17 **(Lab. Code §§ 226.7, 512, and 1198)**

18 **(By Plaintiff and the Class against all Defendants)**

19 31. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 32. At all relevant times during the applicable limitations period, Plaintiff and the
 21 Class Members have been employees of Defendants and entitled to the benefits and protections
 22 of California Labor Code §§ 226.7, 512, 1198, and the Wage Order.

23 33. In relevant part, California Labor Code § 1198 states:

24 The maximum hours of work and the standard conditions of labor
 25 fixed by the commission shall be the maximum hours of work and
 26 the standard conditions of labor for employees. The employment
 27 of any employee for longer hours than those fixed by the order or
 28 under conditions of labor prohibited by the order is unlawful.

34. In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of
 more than five hours per day without providing the employee with
 a meal period of not less than 30 minutes, except that if the total



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work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

35. In relevant part, § 12 of the Wage Order states:

Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

36. In relevant part, § 11 of the Wage Order states:

Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee...

(B) An employer may not employ an employee for a work period of more than ten (10) hours pre day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not



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1 waived.

2 (C) Unless the employee is relieved of all duty during a 30
3 minute meal period, the meal period shall be considered an “on
4 duty” meal period and counted as time worked. An “on duty” meal
5 period shall be permitted only when the nature of the work
6 prevents and employee from being relieved of all duty and when
7 by written agreement between the parties an on-the-job meal
8 period is agreed to. The written agreement shall state that the
9 employee may, in writing, revoke the agreement at any time.

10 (D) If an employer failed to provide an employee with a meal
11 period in accordance with the applicable provisions of this order,
12 the employer shall pay the employee on (1) hour of pay at the
13 employee’s regular rate of compensation for each workday that the
14 meal period is not provided.

15 37. In relevant part, California Labor Code § 226.7 states:

16 (b) An employer shall not require an employee to work during
17 a meal or rest period mandated pursuant to an applicable statute,
18 or applicable regulation, standard, or order of the Industrial
19 Welfare Commission, the Occupational Safety and Health
20 Standards Board, or the Division of Occupational Safety and
21 Health.

22 (c) If an employer fails to provide an employee a meal period
23 or rest period in accordance with a state law, including, but not
24 limited to, an applicable statute or applicable regulation, standard,
25 or order of the Industrial Welfare Commission, the Occupational
26 Safety and Health Standards Board, or the Division of
27 Occupational Safety and Health, the employer shall pay the
28 employee one additional hour of pay at the employee’s regular rate
of compensation for each work day that the meal or rest period is
not provided.

38. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
to a second 30-minute meal period when they worked more than 10 hours in a workday.

39. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
provided with net rest breaks of at least ten minutes for each four-hour period of work, or major
fraction thereof.



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40. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty-free meal periods and 10-minute rest periods free from any work duties in accordance with the Wage Order.

41. At all relevant times, Defendants intentionally and improperly failed to provide all timely duty-free rest breaks and/or meal periods to Plaintiff and the Class Members as required by law, including but not limited to, second meal periods and third rest periods on days they work directly or are on-call for more than 10 hours in a workday. Defendants also did not pay premium wages to Plaintiff and the Class Members on days they did not provide them with one or more timely meal and rest periods as required by California law.

42. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class with all off-duty meal periods and rest breaks required by California law.

43. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional wages owed for all meal periods and rest breaks not provided to them.

44. By reason of the above, pursuant to California Labor Code § 226.7, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more off-duty meal periods were not provided to them, and for workdays in which one or more rest breaks were not provided to them.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

(Lab. Code §§ 510, 1194, 1197, and 1198)

(By Plaintiff and the Class against Defendants)

45. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

46. At all relevant times, Plaintiff and the other Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198 and the Wage Order.

47. § 2 of the Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is



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suffered or permitted to work, whether or not required to do so.”

48. § 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee’s regular hourly salary as one-fortieth (1/40) of the employee’s weekly salary.

49. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

50. Labor Code § 510 states:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this § requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.



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1 51. Labor Code § 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum wage required under the applicable Wage Order.

3 52. Labor Code § 1197 makes it unlawful for an employer to pay an employee less
4 than the minimum wage required under the applicable Wage Order for all hours worked during a
5 payroll period.

6 53. Labor Code § 1198 makes it unlawful for an employer to employ an employee
7 under conditions that violate the Wage Order.

8 54. In conjunction, these provisions of the Labor Code require employers to pay non-
9 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
10 worked, including unrecorded hours when the employer knew or reasonably should have known
11 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)

12 55. At all relevant times during the applicable limitations period, Defendants failed to
13 compensate Plaintiff and the Class Members for all hours worked, including but not limited to,
14 overtime wages during on-call shifts for all overtime hours they worked at the correct rates of
15 pay.

16 56. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
17 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
18 failure to compensate Plaintiff and the other Class Members for all hours worked as required by
19 California law.

20 57. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
21 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
22 the full amount of wages earned during each pay period during the applicable limitations period,
including minimum and overtime wages.

23 58. Pursuant to Labor Code § 1194, Plaintiff, on behalf of himself and Class Members,
24 seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of unpaid
25 wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts subject
26 to proof.

THIRD CAUSE OF ACTION

FAILURE TO INDEMNIFY



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(Lab. Code §§ 1198 & 2802)**(By Plaintiff and the Class against all Defendants)**

59. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

60. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802 and the Wage Order.

61. In pertinent part, California Labor Code § 2802(a) states:

“An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

62. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

63. At all relevant times during the applicable limitations period, Defendants required Plaintiff and the Class Members to incur certain business expenses which they failed to indemnify them for both during and after their employment ended. At all relevant times, Defendants required Plaintiff and the Class Members to use their personal mobile phones for work-related activities without reimbursing them for such expenses.

64. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’ failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

65. Therefore, pursuant to California Labor Code § 2802(b), Plaintiff and the Class Members are entitled to reimbursement for all necessary expenditures and losses and interest thereon, due and owing to them within four years of the date of the filing of the Complaint until the entry of judgment.

66. Accordingly, with respect to this cause of action, on behalf of himself and the Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’ fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

FOURTH CAUSE OF ACTION**FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

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(Lab. Code § 226)**(By Plaintiff and the Class against all Defendants)**

67. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

68. At all relevant times during the applicable limitations period, Plaintiff and the other Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code § 226.

69. Pursuant to California Labor Code § 226(a), Plaintiff and the other Class Members were entitled to receive, bi-weekly or at the time of each payment of wages, an accurate itemized statement showing:

(1) Gross wages earned,

(2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of § 515 or any applicable order of the Industrial Welfare Commission,

(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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,

(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.

70. Pursuant to California Labor Code § 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and



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1 is entitled to an award of costs and reasonable attorneys' fees.

2 71. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
3 injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer
4 injury if the employer fails to provide accurate and complete information as required by California
5 Labor Code § 226(a) and the employee cannot "promptly and easily determine" from the wage
6 statement alone one or more of the following:

7 A. The amount of the gross wages or net wages paid to the employee during
8 the pay period or any of the other information required to be provided on the itemized wage
9 statement pursuant to California Labor Code § 226(a);

10 B. Which deductions the employer made from gross wages to determine the
11 net wages paid to the employee during the pay period;

12 C. The name and address of the employer and, if the employer is a farm labor
13 contractor, as defined in subdivision (b) of § 1682 of the California Labor Code, the name and
14 address of the legal entity that secured the services of the employer during the pay period; and

15 D. The name of the employee and only the last four digits of his or her social
16 security number or an employee identification number other than a social security number.

17 72. "Promptly and easily determine," as stated in California Labor Code §
18 226(e), means a reasonable person would be able to readily ascertain the information without
19 reference to other documents or information.

20 73. As alleged herein, Defendants failed to provide Plaintiff and the other Class
21 Members with all meal and rest periods in compliance with California law. They also failed to
22 provide them with premium wages on workdays they failed to provide them with one or more
23 meal and/or rest periods in compliance with California law. Further, Defendants failed to
24 compensate Plaintiff and the other Class Members for all hours worked. As a result, Defendants
25 have failed to properly itemize Plaintiff and the other Class Members' gross and net wages earned,
26 total hours worked, hourly rate of pay, the corresponding number of hours worked at each hourly
27 rate, and other requirements of California Labor Code § 226. As a result, Defendants have
28 violated California Labor Code § 226.

74. Defendants' failure to provide Plaintiff and the other Class Members with accurate
wage statements was knowing and intentional. Plaintiff and the Class Members complained about
Defendants' Labor Code violations to management. Plaintiff and the Class Members notified



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1 Defendants that they failed to provide them with duty-free meal and rest periods, and failed to
 2 pay them for all hours worked, Defendants ignored their complaints. Defendants also punished
 3 employees who objected to these Labor Code violations by writing them up. Defendants had the
 4 ability to provide Plaintiff and the other Class Members with accurate wage statements but
 5 intentionally provided wage statements that Defendants knew were not accurate. There is ample
 6 proof of Defendant's knowledge and intent:

7 A. Defendants knew of the unlawful practices, including falsifying time
 8 records;

9 B. Defendants have substantial revenues for which they can hire skilled HR,
 10 payroll and legal counsel to prevent violations of the Labor Code Plaintiff sued over;

11 C. Defendants receive guidance and are defended by the best lawyers;

12 D. Defendants have a human resources department with experienced human
 13 resources professionals who presumably know California's labor laws that require timely off-
 14 duty meal and rest periods;

15 E. Defendants have operated in California for a prolonged time period and
 16 therefore have knowledge of the Labor Code statutes Plaintiff sues over;

17 F. Defendants have been sued in the past for comparable violations of the
 18 Labor Code and such legal action put Defendants on notice that they conduct described above is
 19 unlawful;

20 G. Defendants identify themselves by multiple, different names on the
 21 employment records of Plaintiff and the Class Members and the policies Defendants distribute to
 22 Plaintiff and the Class Members which Defendants likely intend to make it difficult for the
 23 employees take legal action against the correct entity for Defendants' Labor Code violations;

24 H. The Labor Code violations described above are obvious and even an
 25 unsophisticated employer would be presumed to know of them;

26 I. The law at issue is well-established and longstanding. For example,
 27 California's meal and rest period protections have existed as they do now since the 1980s;

28 J. Substantial California Supreme Court decisions, publicity, and media
 attention show that comparable conduct is illegal;

K. Defendants' challenged conduct is not engaged in by their competitors;

L. Defendants received notice from Plaintiff of his Labor Code violations and



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1 have failed to pay Plaintiff the wages owed for such violations;

2 M. Defendants profit from the unlawful conduct (increased profits by denying
3 employees their lawfully earned wages);

4 N. Defendants punish employees who have objected to or complained of the
5 Labor Code violations at issue;

6 O. Defendants ignore employees who have objected to or complained of
7 Labor Code violations;

8 P. Defendants violates many different Labor Code protections toward the
9 same employees (eg, requires off the clock work, and prohibits timely meal periods at the same
10 time);

11 Q. Defendants do not have evidence that they acted in good faith and
12 reasonably in violating the rights of their employees or in disputing the wages owed; and

13 R. The injuries to the employee concerned are egregious.

14 75. As a result of being provided with inaccurate wage statements by Defendants,
15 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
16 wage statements were violated and they were misled about the amount of wages they had actually
17 earned and were owed. In addition, the absence of accurate information on their wage statements
18 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
19 and mathematical computations to determine the amounts of wages owed, has caused difficulty
20 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
21 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
22 and the other Class Members were not able to ascertain from the wage statements whether
23 Defendants complied with their obligations under California Labor Code § 226(a).

24 76. Pursuant to California Labor Code § 226(e), Plaintiff and the other Class Members
25 are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the
26 initial pay period in which a violation of California Labor Code § 226(a) occurred and one
27 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,
28 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are
also entitled to an award of costs and reasonable attorneys' fees.

77. Accordingly, with respect to this cause of action, on behalf of himself and the other
Class Members, Plaintiff prays for the herein stated relief and for an award of all reasonable costs



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1 and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to
2 proof.

3 **FIFTH CAUSE OF ACTION**

4 **WAITING TIME PENALTIES**

5 **(Lab. Code §§ 201, 201.3, 202, and 203)**

6 **(By Plaintiff and the Class against all Defendants)**

7 78. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 79. At all relevant times during the applicable limitations period, Plaintiff and the
9 Class have been non-exempt employees of Defendants and entitled to the benefits and
10 protections of California Labor Code §§ 201–203, and the Wage Order.

11 80. Labor Code § 201 provides that all earned and unpaid wages of an employee who
12 is discharged are due and payable immediately at the time of discharge.

13 81. Labor Code § 202 provides that all earned and unpaid wages of an employee who
14 quits after providing at least 72-hours notice before quitting are due and payable at the time of
15 quitting and that all earned and unpaid wages of an employee who quits without providing at
16 least 72-hours notice before quitting are due and payable within 72 hours.

17 82. Plaintiff and the Class Members complained about Defendants' Labor Code
18 violations to management. Plaintiff and the Class Members notified Defendants that they failed
19 to provide them with duty-free meal and rest periods, and failed to pay them for all hours worked,
20 Defendants ignored their complaints. Defendants also punished employees that objected to these
21 Labor Code violations. Defendants had the ability to timely pay all wages to Plaintiff and the
22 other Class Members but intentionally refrained from doing so.

23 83. By failing to pay earned minimum and premium wages to Plaintiff and the Class,
24 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
25 § 201 or § 202.

26 84. Plaintiff is informed and believes that Defendants' failures to timely pay all final
27 wages to him and the Class Members have been willful in that Defendants have the ability to
28 pay final wages in accordance with Labor Code §§ 201, 201.3, and 202 but have intentionally
adopted policies or practice that are incompatible with those requirements.

85. Labor Code § 203 provides that the wages of an employee continue on a daily
basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and



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1 unpaid wages to the employee in accordance with Labor Code § 201, 201.3, or § 202.

2 86. Defendants failed to pay Plaintiff and the Class Members whose employment
3 ended all of the earned, but unpaid wages described above by the conclusion of their employment.

4 87. Plaintiff is informed and believes that Defendants' failures to weekly and timely
5 pay Plaintiff and the Class all of their earned and unpaid wages have been willful in that, at all
6 relevant times, Defendants have deliberately maintained policies and practices that violate the
7 requirements of the Labor Code and the Wage Order, even though at all relevant times, they have
8 had the ability to comply with those legal requirements.

9 88. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf of
10 himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties
11 for each Class Member.

12 **SIXTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(Bus. & Prof. Code §§ 17200, et seq.)**

15 **(By Plaintiff and the Class against all Defendants)**

16 89. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

17 90. At all relevant times during the applicable limitations period, Plaintiff and the
18 other Class Members have been employees of Defendants and entitled to the benefits and
19 protections of the Business and Professions Code §§ 17200, et seq.

20 91. The unlawful conduct of Defendants alleged herein amounts to and constitutes
21 unfair competition within the meaning of California Business & Professions Code §§ 17200, et
22 seq. Due to their unfair and unlawful business practices as alleged herein, Defendants have
23 unfairly gained a competitive advantage over other comparable companies doing business in
24 California that comply with their legal obligations to, among other things, pay their employees
25 premium wages for workdays in which they did not provide employees with one or more meal
26 and rest periods, reimburse their employees for reasonable expenses incurred during the course
27 of performing their duties, and pay them all earned wages for all regular and overtime hours
28 worked.

92. As a result of Defendants' unfair competition as herein alleged, Plaintiff and the
other Class Members have suffered injuries in fact and lost money or property. Defendants
deprived Plaintiff and the other Class Members of minimum, overtime, off-the-clock, and



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1 premium wages and reimbursement for expenses that Plaintiff and the other Class Members
2 incurred during the course of performing their duties.

3 93. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
4 other Class Members are entitled to restitution of all monies rightfully belonging to them that
5 Defendants did not pay them, or that Defendants otherwise retained by means of their unlawful
6 and unfair business practices.

7 94. Plaintiff and the other Class Members are entitled to reasonable attorneys' fees in
8 connection with their unfair competition claims pursuant to California Code of Civil Procedure
9 § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

10 **SEVENTH CAUSE OF ACTION**

11 **CIVIL PENALTIES**

12 **(By Plaintiff and the Class against all Defendants)**

13 95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 96. The "Aggrieved Employees" are all members of the Class defined above who
15 Defendants employed during the period beginning March 23, 2020 and ending on the date that
16 final judgment is entered in this action.

17 97. Labor Code § 204 states

18 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
19 or 204.2, earned by any person in any employment are due and payable twice
20 during each calendar month, on days designated in advance by the employer as
21 the regular paydays. Labor performed between the 1st and 15th days, inclusive,
22 of any calendar month shall be paid for between the 16th and the 26th day of the
23 month during which the labor was performed, and labor performed between the
24 16th and the last day, inclusive, of any calendar month, shall be paid for between
25 the 1st and 10th day of the following month. ...

26 (b) (1) Notwithstanding any other provision of this section, all wages
27 earned for labor in excess of the normal work period shall be paid no later than
28 the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of
Section 226 relating to total hours worked by the employee, if hours worked in
excess of the normal work period during the current pay period are itemized as
corrections on the paystub for the next regular pay period. Any corrections set
out in a subsequently issued paystub shall state the inclusive dates of the pay
period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining



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1 agreement that provides different pay arrangements, those arrangements shall
2 apply to the covered employees.

3 (d) The requirements of this section shall be deemed satisfied by the payment
4 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
5 more than seven calendar days following the close of the payroll period.

6 98. Defendants paid wages to employees on regular intervals. Defendants, however,
7 failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On
8 information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved
9 Employees on such intervals for all wages earned and all hours worked.

10 99. During the applicable time period, Defendants violated California Labor Code §§
11 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

12 100. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
13 behalf of themselves and other current or former employees, to bring a civil action to recover
14 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

15 101. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
16 entitled to recover civil penalties for each of the Defendants' violations of California Labor Code
17 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802 during the
18 applicable limitations period in the following amounts:

19 A. For violations of California Labor Code § 204, one hundred dollars
20 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
21 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
22 (penalty amounts established by California Labor Code § 210).

23 B. For violations of California Labor Code § 226(a), two hundred fifty
24 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
25 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
26 established by California Labor Code § 226.3).

27 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
28 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
for each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars



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1 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
2 by Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per
6 pay period (regardless of whether the initial violations were intentionally committed) (penalty
amounts established by California Labor Code § 1197.1).

7 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
8 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
9 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
10 period for each subsequent violation (penalty amounts established by California Labor Code §
11 2699(f)(2)).

12 102. Plaintiff has complied with the procedures for bringing suit specified in
13 California Labor Code § 2699.3. By letter dated March 23, 2021, Plaintiff filed written notice
14 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
15 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
16 to have been violated, including the facts and theories to support the alleged violations. A true
17 and correct copy of the notice to the LWDA dated March 23, 2021, is attached as Exhibit A.
18 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
19 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but
20 Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it
does not intend to investigate these allegations.

21 103. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
22 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
23 connection with their claims for civil penalties.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
26 relief and judgment against Defendants as follows:

- 27 A. An order that the action be certified as a class action;
- 28 B. An order that Plaintiff be appointed class representative;
- C. An order that counsel for Plaintiff be appointed class counsel;



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- D. Unpaid Wages;
- E. Actual Damages;
- F. Statutory Damages;
- G. Liquidated Damages;
- H. Civil Penalties;
- I. Restitution;
- J. Equitable relief;
- K. Pre-judgment interest;
- L. Statutory penalties;
- M. Costs of suit;
- N. Interest;
- O. Reasonable attorneys' fees; and
- P. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: April 18, 2022

By



DAVID SPIVAK,
MAYA CHEAITANI, Attorneys for Plaintiff,
JOSE ORDAZ, and all others similarly situated



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