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Superior Court of California
County of Los Angeles

APR 19 2021

Sherril R. Carter, Executive Officer/Clerk of Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BENNY ALVAREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

THE GREEN EARTH FARMACIE, INC.,
d.b.a. EMBERZ, d.b.a. MUZEUM; and DOES
1 through 50, inclusive,

Defendants.

Case No.: **21STCV14852**

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;
- (2) VIOLATION OF LABOR CODE
SECTIONS 1194 AND 510;
- (3) VIOLATION OF LABOR CODE
SECTION 226;
- (4) VIOLATION OF LABOR CODE
SECTIONS 201-204;
- (5) VIOLATION OF LABOR CODE
SECTION 2802;
- (6) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Benny Alvarez (“Plaintiff”) hereby submits his Complaint for Damages
2 against Defendant The Green Earth Farmacie, Inc., d.b.a. Emberz, d.b.a. Muzeum, and DOES
3 1 through 50, inclusive (collectively, “Defendants”), on behalf of himself and the Class of
4 other similarly situated current and former employees of Defendants for meal period and rest
5 break wages, minimum and overtime wages, unpaid reimbursements, and penalties as follows:

6 **INTRODUCTION**

7 **1.** This class action is brought pursuant to Labor Code §§ 203, 226, 226.7, 510,
8 512, 1194, 2802, the applicable Industrial Welfare Commission (“IWC”) Wage Order,
9 (codified as California Code of Regulations Title 8 § 11000 *et seq.*), and Business and
10 Professions Code § 17200 *et seq.* (Unfair Competition Law (“UCL”).

11 **2.** This Complaint challenges Defendants’ systemic illegal employment practices
12 resulting in violations of the stated provisions of the Labor Code and Business and Professions
13 Code against the identified class of employees.

14 **3.** Plaintiff is informed and believes and thereon alleges Defendants joint and
15 severally acted intentionally and with deliberate indifference and conscious disregard to the
16 rights of all employees in (1) failing to provide meal periods and rest breaks, (2) failing to pay
17 all minimum and overtime wages, (3) failing to provide accurate wage statements, and (4)
18 failing to pay all wages due and owing upon termination of employment.

19 **JURISDICTION AND VENUE**

20 **4.** This class action is brought pursuant to California Code of Civil Procedure §
21 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the
22 Superior Court and will be established according to proof at trial. The damages sought by
23 Plaintiff individually are less than \$75,000.00.

24 **5.** This Court has jurisdiction over this action pursuant to California Constitution,
25 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes
26 except those given by statute to other courts. The statutes under which this action is brought do
27 not specify any other basis for jurisdiction.

28 **6.** This Court has jurisdiction over the violations of Labor Code §§ 203, 226,

226.7, 510, 512, 1194, 2802, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff Benny Alvarez is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendant The Green Earth Farmacie, Inc. d.b.a. Emberz, d.b.a. Muzeum is a California entity known to do business and actually doing business in the State of California, including the County of Los Angeles.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement,

1 authorization and consent of each Defendant designated herein.

2 As such, and based upon all the facts and circumstances incident to Defendants'
3 business in California, Defendants are subject to Labor Code §§ 203, 226, 226.7, 510, 512,
4 1194, 2802, the applicable IWC Wage Order, and the UCL.

5 **CLASS ACTION ALLEGATIONS**

6 **13. Definition:** Plaintiff seeks class certification pursuant to California Code of
7 Civil Procedure § 382 of a class of all non-exempt employees of Defendants who worked in
8 California during the period from April 19, 2017 to the present, including the following
9 Subclasses:

10 (a) **Meal Period Subclass:** all Defendants' non-exempt employees who
11 worked in excess of six (6) hours in a day in California during the period
12 from April 19, 2017, to the present;

13 **As an alternative to Subclass (a):** all Defendants' non-exempt employees who
14 worked in excess of six (6) hours in a day in California without
15 receiving a 30-minute break during which they were relieved of all
16 duties, during the period from April 19, 2017, to the present;

17 (b) **Second Meal Period Subclass:** all Defendants' non-exempt employees
18 who worked in excess of ten (10) hours in a day in California without
19 receiving all 30-minute breaks during the period from April 19, 2017, to
20 the present;

21 **As an alternative to Subclass (b):** all Defendants' non-exempt employees who
22 worked in excess of twelve (12) hours in a day in California without
23 receiving all 30-minute breaks during the period from April 19, 2017, to
24 the present

25 (c) **Rest Break Subclass:** all Defendants' non-exempt employees who
26 worked three and one-half (3.5) hours or more in a day in California
27 during the period from April 19, 2017, to the present;

28 **As an alternative to Subclass (c):** all Defendants' non-exempt employees who

1 worked three and one-half (3.5) hours or more in a day in California
2 without receiving a paid 10-minute break during which they were
3 relieved of all duties, during the period from April 19, 2017, to the
4 present;

5 **As a second alternative to Subclass (c):** all Defendants' non-exempt
6 employees who worked six (6) hours or more in a day in California
7 without receiving all paid 10-minute breaks during which they were
8 relieved of all duties, during the period from April 19, 2017, to the
9 present;

10 **As a third alternative to Subclass (c):** all Defendants' non-exempt employees
11 who worked ten (10) hours or more in a day in California without
12 receiving all paid 10-minute breaks during which they were relieved of
13 all duties, during the period from April 19, 2017, to the present;

14 **(d) Overtime Subclass:** all Defendants' non-exempt employees who
15 worked in excess of eight (8) hours in a day or forty (40) hours in a
16 workweek in California during the period from April 19, 2017, to the
17 present;

18 **As an alternative to Subclass (d):** all Defendants' non-exempt employees who
19 worked in excess of eight (8) hours in a day or forty (40) hours in a
20 workweek in California and were not properly paid all overtime wages
21 during the period from April 19, 2017, to the present;

22 **(e) Minimum Wage Subclass** all Defendants' non-exempt employees who
23 worked in California and were not properly paid all minimum wages
24 during the period from April 19, 2017, to the present;

25 **(f) Wage Statement Subclass:** all Defendants' non-exempt employees who
26 worked in California and received an itemized wage statement during
27 the period of April 19, 2018, to the present;

28 **(g) Terminated Employee Subclass:** all Defendants' non-exempt

employees who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of April 19, 2018, to the present.

(h) Reimbursement Subclass: all Defendants' non-exempt employees who worked in California and who incurred work-related expenses that were not reimbursed by Defendants at any time during the period of April 19, 2017, to the present.

14. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants' records, including payroll records.

15. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

16. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all meal period wages and rest break wages, (2) failing to pay all overtime wages and minimum wages, (3) failing to reimburse all necessary work-related expenses, (4) failing to provide accurate wage statements, (5) failing to timely pay all wages due and owing upon termination of employment, and (6) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Class.

17. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning whether Defendants' policies and practices regularly denied Class Members meal and rest break wages, overtime and minimum wages, and reimbursement for necessary work-related expenses.

18. Typicality: The claims of Plaintiff are typical of the claims of all members of

1 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
2 Code §§ 201-204, 226, 226.7, 510, 512, 1194, 2802, the applicable IWC Wage Order, and the
3 UCL. Plaintiff worked at least one shift in excess of six hours during which he was not
4 provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5
5 hours or greater during which he was not authorized and permitted all duty-free, legally
6 mandated rest breaks. Plaintiff performed work for which he was not paid, including at the
7 correct overtime rate of pay. Plaintiff received wage statements during his employment.
8 Plaintiff's employment terminated during the statutory period.

9 **19.** The Labor Code upon which Plaintiff bases his claims is broadly remedial in
10 nature. These laws and labor standards serve an important public interest in establishing
11 minimum working conditions and standards in California. These laws and labor standards
12 protect the average working employee from exploitation by employers who may seek to take
13 advantage of superior economic and bargaining power in setting onerous terms and conditions
14 of employment.

15 **20.** The nature of this action and the format of laws available to Plaintiff and
16 members of the Class identified herein make the class action format a particularly efficient and
17 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
18 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
19 advantage since it would be able to exploit and overwhelm the limited resources of each
20 individual plaintiff with their vastly superior financial and legal resources. Requiring each
21 Class Member to pursue an individual remedy would also discourage the assertion of lawful
22 claims by employees who would be disinclined to file an action against their former and/or
23 current employer for real and justifiable fear of retaliation and permanent damage to their
24 careers at subsequent employment.

25 **21.** The prosecution of separate actions by the individual Class Members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
27 respect to individual Class Members against the Defendants and which would establish
28 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with

1 respect to individual Class Members which would, as a practical matter, be dispositive of the
2 interest of the other Class Members not parties to the adjudications or which would
3 substantially impair or impede the ability of the Class Members to protect their interests.
4 Further, the claims of the individual members of the Classes are not sufficiently large to
5 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

6 **22.** Such a pattern, practice and administration of corporate policy regarding illegal
7 employee compensation described herein is unlawful and creates an entitlement to recovery by
8 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
9 amount of meal period and rest break premiums, overtime wages and minimum wages, and
10 penalties, including interest thereon, attorneys' fees and costs of suit, as well as consequential
11 damages.

12 **23.** Proof of a common business practice or factual pattern, which Plaintiff
13 experienced and is representative of, will establish the right of each Class Member to recovery
14 on the causes of action alleged herein.

15 **24.** The Class is commonly entitled to a specific fund with respect to the
16 compensation illegally and unfairly retained by Defendants. This action is brought for the
17 benefit of the entirety of all Class and will result in the creation of a common fund.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE SECTION 226.7**

20 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

21 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

22 **THE CLASS AND ALL SUBCLASSES)**

23 **25.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 24 as
24 though fully set forth herein.

25 **26.** In accordance with the mandates of the California Labor Code and the
26 applicable IWC Wage Order, Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (f) and
27 (g) had the right to take a 10-minute rest break for every four (4) hours worked or major
28 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

1 **27.** As a pattern and practice, Defendants regularly did not provide employees with
2 their meal periods and rest breaks and did not provide proper compensation for this failure.

3 **28.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
4 (a), (b), (c), (d), (e), (f) and (g) with legally mandated meal periods and rest breaks is a
5 violation of California law.

6 **29.** Defendants willfully failed to pay employees whom they did provide the
7 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
8 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses
9 (a), (b), (c), (d), (e), (f) and (g) are owed wages for meal period and rest break premiums as set
10 forth above.

11 **30.** Such a pattern, practice and administration of corporate policy as described
12 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and
13 Subclasses (a), (b), (c), (d), (e), (f) and (g) identified herein, in a civil action, for the balance of
14 the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC
15 Wage Order, including interest thereon.

16 **31.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (a),
17 (b), (c), (d), (e), (f) and (g) the wages due and owing them upon separation from employment
18 results in continuation of wages up to thirty (30) days from the time the wages were due.
19 Therefore, Plaintiff and Class Members who have separated from employment are entitled to
20 compensation pursuant to Labor Code § 203.

21 **SECOND CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTION 1194**

23 **REGARDING OVERTIME AND MINIMUM WAGES**

24 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
25 **THE CLASS AND ALL SUBCLASSES)**

26 **32.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as
27 though fully set forth herein.

28 **33.** At all times relevant herein, Defendants were required to compensate their non-

1 exempt employees minimum wages for all hours worked and overtime wages for all hours
2 worked over eight (8) hours in a day or forty (40) hours in a workweek.

3 **34.** As a pattern and practice, Defendants regularly failed to compensate its
4 employees for all hours worked, resulting in a failure to pay all minimum wages and, where
5 applicable, overtime wages.

6 **35.** This resulted in Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (f)
7 and (g) receiving total wages in an amount less than minimum wage and, when applicable,
8 deprived Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (h) and (i) of overtime
9 wages.

10 **36.** Such a pattern, practice and administration of corporate policy regarding illegal
11 employee compensation as described herein is unlawful and creates an entitlement to recovery
12 by Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (f) and (g) in a civil action, for
13 the unpaid balance of the full amount of minimum and overtime wages owing, including
14 liquidated damages, interest, attorneys' fees, and costs of suit according to the mandate of
15 California Labor Code § 1194.

16 **37.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (a),
17 (b), (c), (d), (e), (f) and (g) the wages due and owing them upon separation from employment
18 results in continuation of wages up to thirty (30) days from the time the wages were due.
19 Therefore, Plaintiff and Class Members who have separated from employment are entitled to
20 compensation pursuant to Labor Code § 203.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTION 226**

23 **REGARDING RECORD KEEPING**

24 **(AGAINST DEFENDANT SAW ENTERPRISES INC. BY PLAINTIFF ON BEHALF OF**
25 **THE CLASS AND SUBCLASSES (d), (e), and (f))**

26 **38.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as
27 though fully set forth herein.

28 **39.** In violation of Labor Code § 226, Defendants failed in their affirmative

1 obligation to keep *accurate* records for their California employees. For example, as a result of
2 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
3 Plaintiff and the Class and Subclasses (d), (e), and (f)'s gross wages earned, total hours
4 worked, net wages earned, and all applicable hourly rates and the number of hours worked at
5 each hourly rate. Plaintiff alleges Defendant altogether failed to issue wage statements to him
6 during his employment with Defendants.

7 **40.** Such a pattern, practice and uniform administration of corporate policy as
8 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
9 Class and Subclasses (d), (e), and (f) identified herein, in a civil action, for all damages and/or
10 penalties pursuant to Labor Code § 226, including interest thereon, penalties, reasonable
11 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE SECTION 203**

14 **REGARDING WAITING TIME PENALTIES**

15 **(AGAINST DEFENDANT SAW ENTERPRISES INC. BY PLAINTIFF ON BEHALF**
16 **OF THE CLASS AND ALL SUBCLASSES)**

17 **41.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as
18 though fully set for herein.

19 **42.** At all times relevant herein, Defendants were required to pay their employees
20 all wages owed in a timely fashion at the end of employment pursuant to California Labor
21 Code §§ 201 to 204.

22 **43.** As a result of Defendants' alleged Labor Code violations alleged above,
23 Defendants regularly failed to pay Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e),
24 and (f) their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting
25 time penalties pursuant to Labor Code § 203.

26 **44.** The conduct of Defendants and their agents and employees as described herein
27 was willfully done in violation of Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e),
28 and (f)'s rights, and done by managerial employees of Defendants.

1 **45.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (a),
2 (b), (c), (d), (e), and (f) the wages due and owing them upon separation from employment
3 results in a continuation of wages up to thirty (30) days from the time the wages were due.
4 Therefore, Plaintiff and Class Members who have separated from employment are entitled to
5 compensation pursuant to Labor Code § 203.

6 **FIFTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTION 2802**

8 **REGARDING REIMBURSEMENT OF BUSINESS EXPENSES**

9 **(AGAINST DEFENDANT SAW ENTERPRISES INC. BY PLAINTIFF ON BEHALF OF**
10 **THE CLASS AND SUBCLASSES (f), (g), and (h))**

11 **46.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as
12 though fully set for herein.

13 **47.** In violation of Labor Code § 2802, Defendants failed in their obligation to
14 reimburse its employees for business expenses incurred. For example, Defendants failed to
15 reimburse its employees for costs incurred for the use of personal mobile telephones and
16 vehicles for work purposes.

17 **48.** Such a pattern, practice and administration of corporate policy as described
18 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class and
19 Subclasses (f), (g), and (h) in a civil action, for all damages and/or penalties pursuant to Labor
20 Code § 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit
21 according to the mandate of California Labor Code § 2802

22 **SIXTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

24 **(AGAINST DEFENDANT SAW ENTERPRISES INC. BY PLAINTIFF ON BEHALF OF**
25 **THE CLASS AND ALL SUBCLASSES)**

26 **49.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 48 as
27 though fully set for herein.

28 **50.** Defendants, and each of them, have engaged and continue to engage in unfair

and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1) all meal period wages and rest break premiums, (2) all overtime wages and minimum wages, (3) accurate wage statements, (4) all wages due and owing upon termination of employment, and (5) reimbursements for necessary work-related expenses.

51. Defendants' utilization of such business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

52. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

53. Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working condition standards and conditions due to them under the California laws and IWC Wage Orders as specifically described therein.

54. Plaintiff seeks, on his own behalf, and on behalf of other members of the Class and Subclasses who are similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs;
5. Upon the Second Cause of Action, for all minimum wages owed and overtime

wages owed, and for costs and attorney's fees;

6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for all minimum wages owed and overtime wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 2802, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and
10. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.5, 218.6, 226, 1194, 2802, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

Dated: April 19, 2021

YOON LAW, APC

Brian G. Lee

Kenneth H. Yoon
Stephanie E. Yasuda
Brian G. Lee
Attorneys for Plaintiff Benny Alvarez

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, for himself and the Class and Subclasses, hereby demands a jury trial
3 as provided by California law.

4
5 Dated: April 19, 2021

YOON LAW, APC

6
7 *Brian G. Lee*
8 _____
9 Kenneth H. Yoon
 Stephanie E. Yasuda
 Brian G. Lee
 Attorneys for Plaintiff Benny Alvarez