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 PEREZ and all other similarly situated persons

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VICTOR ANGELO PEREZ, on behalf of
 himself and all other similarly situated
 persons,

Plaintiff,

v.

O'GARA COACH COMPANY, LLC, a
 California corporation, and DOES 1-20,
 inclusive,

Defendants.

Case No. **21STCV38295**
 Unlimited Civil

CLASS ACTION COMPLAINT

- 1) Failure to Pay All Wages;
- 2) Non-payment of Overtime Compensation;
- 3) Failure to Provide Proper Meal Periods;
- 4) Failure to Provide Proper Rest Breaks;
- 5) Failure to Reimburse Business Expenses;
- 6) Failure to Pay Wages of Terminated or Resigned Employees;
- 7) Failure to Properly Maintain Accurate Itemized Wage Statements;
- 8) Violation of California Business & Professions Code § 17200 *et seq*;
- 9) Violation of Labor Code § 2699 *et seq*.

JURY TRIAL DEMANDED

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1 Plaintiff VICTOR ANGELO PEREZ (“Plaintiff”), as an individual on behalf of himself,
2 and all other similarly situated persons, hereby file this Complaint against defendant O’GARA
3 COACH COMPANY, LLC. (“Defendant”), and DOES 1 to 20 (hereinafter collectively referred
4 to as “Defendants”). Plaintiff is informed and believes, and on the basis of that information and
5 belief, alleges as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery of unpaid monies, wages and penalties for
9 Defendants' violations of California *Labor Code* (“Labor Code”) §1194, et seq., *Labor Code* §§
10 200, et seq., 500, et seq., 226.7, 558, 2698, et seq., 2802; California *Business and Professions*
11 *Code* (“B&PC”) §§ 17000 et seq. and 17200, et seq., the applicable Wage Order(s) issued by the
12 California Industrial Welfare Commission (hereinafter, the “IWC Wage Order(s)”; and related
13 common law principles.

14 2. Plaintiff's action seeks monetary damages, including full restitution from
15 Defendants as a result of Defendants' unlawful, fraudulent and unfair business practices

16 3. The acts complained of herein occurred, occur and will occur, at least in part,
17 within the time period from four (4) years preceding the filing of the original Complaint herein,
18 up to and through the time of trial for this matter (hereinafter, the “relevant time period”).

19 **RELEVANT JOB TITLES**

20 4. The relevant job titles in this action are:

- 21 a. Defendants’ California-based current and former employees who have been paid
22 on an hourly basis during the relevant time period (hereinafter including any of
23 Defendants’ job positions with substantially similar titles and duties); and

24 5. The obligations and responsibilities of Defendants' hourly positions are virtually
25 identical from region to region, district to district, facility to facility, and employee to employee.
26 Any differences in job activities between the different individuals in these positions were and are
27 legally insignificant to the issues presented by this action.

1 business in the State of California selling exotic and luxury vehicles. Defendants employed
2 Plaintiff and identified itself as the employer on the wage statements provided to Plaintiff during
3 the relevant time period.

4
5 **DOES 1 TO 20 INCLUSIVE**

6 12. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint
7 were licensed to do business and/or actually doing business in the State of California.

8 13. Plaintiff does not know the true names or capacities, whether individual, partner
9 or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such
10 fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

11 14. Plaintiff will seek leave of court to amend this Complaint to allege such names
12 and capacities as soon as they are ascertained.

13 **ALL DEFENDANTS**

14 15. Defendants, and each of them, are now and/or at all times mentioned in this
15 Complaint were in some manner legally responsible for the events, happenings and
16 circumstances alleged in this Complaint.

17 16. Defendants proximately caused Plaintiff, all others similarly situated and the
18 general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
19 damages alleged in this Complaint.

20 17. Defendants, and each of them, are now and/or at all times mentioned in this
21 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
22 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
23 mentioned in this Complaint were acting within the course and scope of that agency, servitude
24 and/or employment.

25 18. Defendants, and each of them, are now and/or at all times mentioned in this
26 Complaint were members of and/or engaged in a joint venture, partnership and common
27 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
28 partnership and common enterprise.

19. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

20. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

21. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

22. There exists, and at all times herein mentioned there existed, a unity of interest and ownership between Defendants and Does 1-20, such that any individuality and separateness between each Defendant has ceased, and Defendants are the alter ego of one another, and Defendants are, and at all times herein mentioned was, a mere shell, instrumentality, and conduit of one another, and carried on its business, exercising complete control and dominance over one another to such an extent that any individuality or separateness of one Defendant to another does not exist.

III.

JURISDICTION AND VENUE

23. The California Superior Court has jurisdiction in this matter due to Defendants' violations of Labor Code § 201, et seq., Labor Code § 226.7, Labor Code § 2802, Labor Code § 500, et seq., Labor Code § 1194, B&PC § 17200, et seq., the IWC Wage Order(s) and related common law principles.

24. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

25. The California Superior Court also has jurisdiction in this matter because there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Order(s), CCP, B&PC.

26. Venue is proper in Los Angeles County pursuant to CCP §395(a) and CCP §395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

COMMON FACTUAL ALLEGATIONS

27. This case arises out of Defendants' failure to comply with California's wage and hour laws. At all relevant times identified herein, Defendants' compensation schemes did not fairly or lawfully compensate Plaintiff and those similarly situated employees for all hours worked.

28. Defendants are in the business of selling exotic and luxury vehicles, and offering vehicle maintenance services in Beverly Hills, Westlake, and San Diego.

29. During the relevant time period, Plaintiff and Class Members were not paid wages for all hours worked, including minimum and overtime wages, due to the common practice and policy of Defendants to have Plaintiff and Class Members work “off the clock,” whether at home, or after their shift ended (“Off the Clock Policy”), implementing the use of an illegal rounding policy that does not comply with the requirement set forth under *See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal. App. 4th 889 (“Rounding Policy”), and failing to include non-discretionary bonus payments, and other incentive compensation, including commissions, in the regular rate calculation for overtime purposes. (“Regular Rate Policy”).

30. As a matter of policy and/or practice, Defendants' compensation scheme failed to pay Class Members' their minimum and overtime wages due to the Off the Clock Policy, the Rounding Policy, and Regular Rate Policy. The failure to pay Class Members minimum and overtime wages for each hour worked violates, among others, Labor Code §§ 1194, 1197, IWC Wage Order(s), and the UCL.

31. As a result, Defendants failed to pay Plaintiff and Class Members for each hour worked, and violated, among others, Labor Code §§ 204, 223, 510, 1194, 1197, IWC Wage Order(s), and the Unfair Competition Laws pursuant to Business and Professions Code §§ 17200

1 *et seq.* (UCL).

2 32. Defendants' pay plan deprived Plaintiff and Class Members of mandated overtime
3 compensation that were due for working in excess of eight hours in one day and forty hours
4 during the week, as Plaintiff and Class Members regularly worked through their scheduled meal
5 periods, and also were not paid for all overtime hours worked, at the proper overtime rate. Within
6 the relevant time period, Defendants failed to pay Class Members for all wages owed for overtime
7 hours worked, either at one and one-half times the regular rate of pay for hours in excess of 8 per
8 day or 40 per week, or twice the amount of the regular rate of pay for hours in excess of 12 per
9 day. As a matter of policy and/or practice, Defendants' failure to pay overtime compensation
10 violates, among others, Labor Code §§ 510 and 1194, IWC Wage Order(s), and the UCL.

11 33. Defendants also adopted, implemented and enforced uniform meal period policies
12 that are not lawful under California law. As an example, Defendants regularly scheduled Plaintiff
13 and Class Members to work eight (8) hours or more with a thirty-minute meal period, but failed
14 to provide an uninterrupted, duty-free thirty-minute meal period. Plaintiff and Class Members
15 were regularly required to return back to work early from their meal periods, due to the workload.
16 As a result, Defendants failed to compensate these Class Members for all hours worked, including
17 minimum wage, regular and overtime wages, and pay meal period premiums owed due to the
18 violations of California wage and hour laws. Other violations include the failure to provide the
19 first meal period no later than the fifth hour of work and a second meal period no later than the
20 end of the tenth hour of work. When Plaintiff and Class Members worked more than 10-hours in
21 a shift, they were not provided with a second meal period. Based on this unlawful policy and/or
22 practice, Defendants failed to pay Plaintiff and Class Members one hour of pay at their regular
23 rate of pay for each workday that a proper meal period was not provided.

24 34. As a result, Defendants' failure to permit and provide Plaintiff and Class Members
25 meal periods as described herein violates, among others, Labor Code §§ 226.7 and 512, IWC
26 Wage Order(s), and the UCL.

27 35. Defendants further adopted, implemented and enforced uniform rest period
28 policies that are not lawful under California law. As a matter of policy and/or practice, therefore,

1 Defendants failed to provide Class Members with a duty-free rest period of 10 minutes for shifts
2 from three and one-half to six hours of work, 20 minutes' rest for shifts of more than six hours
3 up to 10 hours, and 30 minutes' rest for shifts of more than 10 hours up to 14 hours of work.
4 Based on this unlawful policy and/or practice, Defendants failed to pay Class Members one hour
5 of pay at their regular rate of pay for each workday that a proper rest period was not provided.

6 36. The failure to permit and provide rest periods violates, among others, Labor Code
7 § 226.7, IWC Wage Order(s), and the UCL.

8 37. As a matter of policy and/or practice, Defendants further failed to provide wage
9 statements which accurately showed actual hours worked and wages. Based on Defendants'
10 failure to pay all minimum wages, overtime wages for all overtime hours at the proper rate and
11 premium wages, as described herein, the wage statements did not accurately reflect actual hours
12 worked and all wages earned.

13 38. The failure to provide accurate itemized wage statements violates, among others,
14 Labor Code § § 226 and 1174, IWC Wage Order(s), and the UCL.

15 39. Defendants further willfully failed and refused to timely pay all compensation due
16 and owing to Plaintiff and Class Members whose employment terminated during the relevant
17 time period, as required by Labor Code §§ 201 and 202. As such, Defendants are liable for
18 accrued wages due, and waiting time penalties owed in accordance with Labor Code §§ 203 and
19 204.

20 40. Additionally, during the relevant time period, Plaintiff and Class Members were
21 not reimbursed for all necessary expenditures or losses incurred in direct consequence of the
22 discharge of Class Member duties. Specifically, including but not limited to mileage
23 reimbursement, and cell-phone reimbursement. As a matter of policy and/or practice, Defendants
24 required Plaintiff and Class Members to use their personal vehicles and cell phones for the
25 business; yet, Plaintiff and Class Members were not reimbursed for these expenses. As such,
26 Defendants are liable for reimbursement of mileage and cell phone charges, and interest, and
27 reasonable costs, including but not limited to attorneys' fees. ("Reimbursement Policy").

28 41. Plaintiff, moreover, seeks for himself and all others similarly situated, restitution,

injunctive relief and penalties under the UCL based on violations of the relevant California Labor Code sections and IWC Wage Order(s).

V.

CLASS ACTION ALLEGATIONS

42. Plaintiff brings this action on behalf of himself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure §382. The classes and sub-classes that the Plaintiff seeks to represent are composed of and defined as follows:

General Class Definition (“Class Members”):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period, up to and through the date of final disposition of this action (“Class Members”).

Subclass I (Unpaid Wage Subclass):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period, and who were subject to the Rounding Policy, Regular Rate Policy and the Off the Clock Policy, and who were not paid for all hours worked and/or at hourly wage rates below the minimum wage rate.

Subclass II (Overtime Subclass):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period, and who were subject to the Rounding Policy, Regular Rate Policy and the Off the Clock Policy, and who were not paid one and one-half and/or two times their regular rate of pay for all overtime hours worked.

Subclass III (Meal Period Subclass):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period and worked shifts in excess of five hours and less than ten hours and who were not provided with a 30-minute duty free meal period.

Subclass IV (Second Meal Period Subclass):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period who were not provided a second 30-minute duty-free meal period after ten (10) hours of work.

Subclass V (Rest Period Subclass):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period who worked shifts in excess of three and one-half hours and who were not permitted to take 10-minute duty free rest periods for every 4 hours of work or major fraction thereof.

Subclass VI (Business Reimbursement Subclass)

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period who were subject to the Reimbursement Policy, and were required to incur business expenses and were not reimbursed for the cost of the business expense.

Subclass VII (Itemized Wage Statement Subclass)

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period and received an itemized wage statement that did not include all hours worked, all applicable hourly rates in effect, and all wages earned.

Subclass VIII (Waiting Time Penalty Subclass):

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period and who did not receive all wages due upon separation from their employment.

Subclass IX (Unfair Competition Subclass)

All current and former employees of Defendants that have been paid on an hourly basis during the relevant time period who Defendants conducted unlawful, unfair and/or fraudulent business practices against.

43. The Class Members, Unpaid Wage Subclass, Overtime Subclass, Meal Period

1 Subclass, Second Meal Period Subclass, Rest Period Subclass, Business Reimbursement
2 Subclass, Itemized Wage Statement Subclass, Waiting Time Penalty Subclass, and Unfair
3 Competition Subclass, are hereinafter collectively referred to herein as the “Classes.” The
4 members in the Meal Period Subclass and Second Meal Period Subclass are hereinafter
5 collectively referred to herein as the “Meal Period Subclasses.”

6 44. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
7 necessary to amend the definition of the Classes. In any event, Plaintiff will formally define and
8 designate a class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

9 45. *Numerosity* (Code of Civil Procedure (CCP) § 382):

- 10 a. The potential quantity of members of the Classes as defined is so numerous that
11 joinder of all members is unfeasible or impractical;
12 b. The disposition of the claims of the members of the Classes through this class
13 action will benefit both the parties and this Court;
14 c. The quantity and identity of such membership of the Classes is readily
15 ascertainable via inspection of Defendants’ records.

16 46. *Superiority* (CCP § 382): The nature of this action and the nature of the laws
17 available to Plaintiff make the use of the class action format particularly efficient and the
18 appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

- 19 a. California has a public policy which encourages the use of the class action device;
20 b. By establishing a technique whereby, the claims of many individuals can be
21 resolved at the same time, the class suit both eliminates the possibility of
22 repetitious litigation and provides small claimants with a method of obtaining
23 redress for claims which would otherwise be too small to warrant individual
24 litigation;
25 c. This case involves relatively large corporate Defendants and numerous individual
26 class members with many relatively small claims and common issues of law and
27 fact;
28 d. If each individual member of the Classes was required to file an individual

lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;

- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being;
- f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;
- g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even, if possible, would likely create:
 - i. a substantial risk of each individual plaintiff presenting in separate, duplicative proceedings the same or essentially similar arguments and evidence, including expert testimony;
 - ii. a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants;
 - iii. inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
 - iv. potentially incompatible standards of conduct for Defendants; and
 - v. potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

- h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;
- i. Courts seeking to preserve the efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

47. *Well-defined Community of Interest:* Plaintiff also meets the established standards for class certification as follows:

- a. *Typicality:* The claims of Plaintiff is typical of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of the law, as alleged herein.
- b. *Adequacy - Plaintiff:*
 - vi. is an adequate representative of the Classes he seeks to represent;
 - vii. will fairly protect the interests of the members of the Classes;
 - viii. has no interests antagonistic to the members of the Classes; and
 - ix. will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.
- c. *Predominant Common Questions of Law or Fact:* There are common questions of law and fact as to the Classes which predominate over questions affecting only individual members. For instance, Defendants have adopted, implemented and enforced during the relevant time period an unlawful pay plan that fails to pay Class Members for all hours worked, including minimum, regular, and overtime wages, due to the Off the Clock Policy, the Regular Rate Policy, and the Rounding Policy. Defendants also have uniform policies and practices that fail to provide a

1 30-minute duty-free first and second meal period, and fail to provide for rest
2 periods for every four hours of work or major fraction thereof. Also, Defendants
3 have uniform policies and practices that require Class Members to use their
4 personal vehicles and cell phones for work purposes, without reimbursement by
5 Defendants. Defendants have further adopted, implemented, and enforced other
6 uniform policies and practices that do not fairly compensate Class Members for
7 their wages, that should be decided on a class-wide basis, including, without
8 limitation:

- 9 x. Whether Defendants' compensation plan is unlawful;
- 10 xi. Whether Defendants required or knowingly permitted Class Members to
11 forego meal breaks in violation of California Labor Code §§ 226.7 and
12 512, and IWC Wage Order(s) as alleged herein;
- 13 xii. Whether Defendants' provided Class Members a duty-free meal period
14 within the first five (5) hours of work and/or a second duty-free meal
15 period after ten (10) hours of work;
- 16 xiii. Whether Defendants violated IWC Wage Order(s) by failing to provide
17 Class Members a duty-free rest period for every four hours of work or
18 major fraction thereof;
- 19 xiv. Whether Defendants violated California Labor Code § 510 and IWC Wage
20 Order(s) by failing to pay overtime compensation to all Class Members
21 for hours in excess of eight (8) hours per workday or in excess of forty
22 (40) hours per workweek;
- 23 xv. Whether Defendants violated California Labor Code § 510 and IWC Wage
24 Order(s) by failing to pay overtime compensation to all Class Members at
25 the proper overtime rate;
- 26 xvi. Whether Defendants violated California Labor Code § 226(a) by failing
27 to furnish to Class Members proper itemized wage statements as alleged
28 herein;

- xvii. Whether Defendants engaged in unfair business practices;
- xviii. Whether Defendants and each of them was/were participants in the alleged unlawful and/or tortious conduct;
- xix. Whether Defendants' conduct was willful or reckless;
- xx. Whether Plaintiff and the members of the Classes are entitled to seek recovery of penalties for the Labor Code and IWC Wage Order violations alleged herein;
- xxi. Whether Defendants violated California Labor Code §§ 201 et seq. by failing to timely pay Class Members all wages due at the conclusion of their employment relationship as alleged herein;
- xxii. Whether Defendants violated California Labor Code §§ 1194 and 1197 by failing to pay minimum wages to all Class Members for all hours worked as alleged herein;
- xxiii. Whether Defendants violated California Labor Code §§ 1194 and 1197 by failing to pay wages to all Class Members for each hour worked as alleged herein;
- xxiv. Whether Defendants violated California Labor Code § 2802 by failing to reimburse Class Members for uniform purchase and cleaning costs, and cell phone data usage;
- xxv. Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xxvi. Whether the members of the Classes are entitled to injunctive relief;
- xxvii. Whether the members of the Classes are entitled to restitution; and
- xxviii. Whether Defendants are liable for attorneys' fees and costs.

48. The members of the Classes are commonly entitled to a specific and designated fund with respect to monies illegally and unfairly retained by Defendants, and are entitled in common to restitution and disgorgement of those funds being improperly withheld by Defendants. This action is brought for the benefit of all members of the Classes. Whether each

1 member of the Classes might be required to ultimately justify an individual claim does not
2 preclude maintenance of a class action.

3 **Private Attorneys General Act of 2004**

4 37. On or about July 27, 2021, Plaintiff provided written notice via online submission
5 to the Labor and Workforce Development Agency and via written notice via certified mail to
6 Defendant of the specific provisions of the Labor Code alleged to have been violated, including
7 the facts and theories to support the alleged violations.

8 38. Following the 60-day response period, Plaintiff and his counsel did not receive
9 notice from the Labor and Workforce Development Agency that it would be investigating the
10 claimed Labor Code violations. Thus, Plaintiff has fully complied with the notice requirements
11 set forth in California Labor Code § 2699.3 in order to commence a civil action against an
12 employer pursuant to Labor Code § 2699.

13 **VI.**

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **(Failure to Pay Wages in Violation of California Labor Code §§ 200 *et seq.*, 1194 and IWC**
17 **Wage Order(s)) (Plaintiff against All Defendants)**

18 49. Plaintiff, on behalf of himself and all class members, hereby incorporate the
19 preceding paragraphs as though fully set forth herein.

20 50. California Labor Code Sections 200 *et seq.*, including 204a and 204b, establishes
21 the fundamental right of all employees in the State of California to be paid wages in a timely
22 fashion.

23 51. Pursuant to Labor Code Sections 218 and 1194, Plaintiff and all members of the
24 Classes may bring a civil action for unpaid wages directly against Defendants without first filing
25 a claim with the Division of Labor Standards Enforcement and may recover such wages, together
26 with interest thereon, penalties, attorneys' fees and costs.

27 52. At all relevant times, Plaintiff and all members of the Unpaid Wage Subclass
28 identified herein operated exclusively within the State of California, and Defendants required

1 Plaintiff and the Unpaid Wage Subclass members to perform work without compensation in
2 violation of the IWC Wage Order(s) and the California Labor Code. Defendants have adopted
3 and implemented unlawful compensation policies, practices and procedures that, among other
4 things, did not pay Plaintiff and members of the Unpaid Wage Subclass for all of their time
5 worked. Moreover, Defendants required, suffered and/or permitted Plaintiff and the Unpaid
6 Wage Subclass members to perform work during their scheduled meal periods, so that their work
7 was not accounted for accurately or completely.

8 53. Defendants knowingly and intentionally failed to pay Plaintiff and the Unpaid
9 Wage Subclass members for these wages due. As a result, Plaintiff and the Unpaid Wage
10 Subclass members have suffered compensatory damages and are owed wages for the work they
11 performed without compensation.

12 54. Pursuant to Labor Code Section 218.6, Labor Code Section 1194(a), and Civil
13 Code Section 3287, Plaintiff and the Unpaid Wage Subclass members seek recovery of pre-
14 judgment interest on all amounts recovered herein.

15 55. Pursuant to Labor Code Section 218.5 and/or Labor Code Section 1194(a), and
16 the common fund doctrine, Plaintiff and the Unpaid Wage Subclass members further request that
17 the Court award reasonable attorneys' fees and costs incurred by them in this action.

18 56. Pursuant to California Labor Code §§ 2699, 2699.3, and/or 2699.5, Plaintiff, the
19 members of the Unpaid Wage subclass, and other current and former employees of Defendants
20 are aggrieved employees, entitled to recover civil penalties pursuant to the California Labor
21 Code, including but not limited to Labor Code §§ 558 and 2699(f), as well as the applicable
22 Wage Order.

23 SECOND CAUSE OF ACTION

24 (Non-Payment of Overtime Compensation in Violation of California Labor Code §§ 25 510(a), 1194, and IWC Wage Order(s)) (Plaintiff against All Defendants)

26 57. Plaintiff, on behalf of himself and all class members, hereby incorporate the
27 preceding paragraphs as though fully set forth herein.

28 58. Plaintiff herein worked more than 8 hours per day and/or 40 hours per week, but

1 did not receive overtime wages for all of these hours, at the proper overtime rate. Plaintiff is
2 informed and believes, and based thereon allege, that all members of the Overtime Subclass and
3 Overtime Meal Period Subclass also worked more than 8 hours per day and/or 40 hours per week,
4 but did not receive overtime wages for these hours, based upon Defendants' uniform policy not
5 to pay for overtime even though such overtime hours were scheduled and worked, and due to
6 work performed during scheduled meal periods. Amounts for overtime hours were earned by
7 Plaintiff and the members of the Overtime Subclass and Overtime Meal Period Subclass
8 throughout their employment with Defendants, and were due and payable during employment
9 and upon their discharge from Defendants.

10 59. California Labor Code 510(a) and IWC Wage Order(s) regulating payment of
11 wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and
12 any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40)
13 hours in any one workweek shall be compensated at the rate of no less than one and one-half
14 times the regular rate of pay for each employee and any work in excess of twelve (12) hours in
15 any one workday shall be compensated at the rate of no less than twice the regular rate of pay for
16 each employee.

17 60. California Labor Code Section 558 and IWC Wage Order(s), state, in pertinent
18 part, that any employer or other person acting on behalf of an employer who violates, or causes
19 to be violated, a section of any provision regulating hours and days of work in any order of the
20 IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
21 for each underpaid employee for each pay period for which the employee was underpaid in
22 addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation,
23 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
25 Pursuant to this code section and/or wage order, Plaintiff and the members of the Overtime
26 Subclass and Overtime Meal Period Subclass are entitled to civil penalties for each pay period in
27 which Defendants underpaid their wages as set forth herein.

28 61. California Labor Code § 1194 states that any employee receiving less than the

1 legal overtime compensation applicable to the employee is entitled to recover the unpaid balance
2 of the full amount of this overtime compensation, including interest thereon, reasonable
3 attorney's fees, and costs of suit.

4 62. Plaintiff and the members of the Overtime Subclass and Overtime Meal Period
5 Subclass request that the Court award them interest on all unpaid wages at the legal rate specified
6 by California Civil Code § 3289(b), accruing from the date the wages were due and payable
7 pursuant to Labor Code § 218.6. Plaintiff and members of the Overtime Subclasses further
8 request that this Court award reasonable attorneys' fees and costs incurred in this action pursuant
9 to Labor Code §§ 1194(a), and pursuant to the common fund doctrine.

10 63. Pursuant to California Labor Code §§ 2699, 2699.3, and/or 2699.5, Plaintiff, the
11 members of the Overtime subclass, and other current and former employees of Defendants are
12 aggrieved employees, entitled to recover civil penalties pursuant to the California Labor Code,
13 including but not limited to Labor Code §§ 558 and 2699(f), as well as the applicable Wage
14 Order.

15 **THIRD CAUSE OF ACTION**

16 **(Failure to Provide Proper Meal Periods in Violation of California Labor Code §§ 512,** 17 **226.7, and IWC Wage Order(s)) (Plaintiff against All Defendants)**

18 64. Plaintiff, on behalf of himself and all class members, hereby incorporate the
19 preceding paragraphs as though fully set forth herein.

20 65. California Labor Code § 512 and IWC Wage Order(s) state that an employer may
21 not employ an employee for a work period of more than five (5) hours per day without providing
22 the employee a meal period of not less than 30 minutes, and an employer may not employ an
23 employee for a work period of more than 10 hours per day without providing the employee with
24 a second meal period of not less than 30 minutes. Wage Order(s) states that unless the employee
25 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on
26 duty" meal period and counted as time worked. California Labor Code § 226.7, subd. (a) further
27 states that no employer shall require any employee to work during any meal or rest period
28 mandated by an applicable order of the IWC.

1 66. Pursuant to Labor Code section 512 and Wage Order 16, an employer is required
2 to provide a first meal period no later than the end of an employee's fifth hour of work, and a
3 second meal period no later than the end of an employee's 10th hour of work. Moreover, an
4 employer is prohibited from exerting coercion against the taking of, creating incentives to forego,
5 or otherwise encouraging the skipping of legally protected breaks.

6 67. Plaintiff and members of the Meal Period Subclass were not provided with or
7 given the opportunity to take the requisite meal periods before the end of the first 5 hours of
8 work, nor were they provided with or given the opportunity to take a proper second meal period
9 during the days when they worked more than 10 hours in a day. Defendants also required
10 members of the Meal Period Subclasses to return to work early from their meal periods, for
11 Defendants' benefit, when the workload was heavy. Defendants failed to require Plaintiff and
12 members of the Meal Period Subclasses to records their meal periods. As a result, Plaintiff and
13 members of the Meal Period Subclasses also were required to work and/or were not relieved of
14 all duties during their meal period taken.

15 68. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order(s), if an
16 employer fails to provide an employee a meal period in accordance with the applicable provisions
17 of IWC Wage Order(s), the employer shall pay the employee one (1) hour of pay at the
18 employee's regular rate of compensation for each workday that the meal period is not provided.
19 As such, Plaintiff and members of the Meal Period Subclasses are entitled to an additional one
20 hour's pay for each day in which Plaintiff and members of the Meal Period Subclasses were not
21 provided a proper meal break under the above-described authorities.

22 69. California Labor Code § 558.1 states that any employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of any provision of sections
24 203, 226, 226.7, 1193.6, or 2082 may be personally liable. Pursuant to this code section, Plaintiff,
25 as well as members of the Meal Period Subclasses are entitled to civil penalties for each pay
26 period in which Defendants underpaid their wages as set forth herein.

27 70. Pursuant to California Labor Code §§ 2699, 2699.3, and/or 2699.5, Plaintiff and
28 members of the Meal Period Subclasses, and other current and former employees of Defendants

1 are aggrieved employees, entitled to recover civil penalties pursuant to the California Labor
2 Code, including but not limited to Labor Code §§ 558 and 2699(f), as well as the applicable wage
3 order. Plaintiff and members of the Meal Period Subclasses further request this Court award
4 reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 2699(g).

5 **FOURTH CAUSE OF ACTION**

6 **(Failure to Provide Proper Rest Periods in Violation of California Labor Code § 226.7** 7 **and IWC Wage Order(s)) (Plaintiff against All Defendants)**

8 71. Plaintiff, on behalf of himself and all class members, hereby incorporate the
9 preceding paragraphs as though fully set forth herein.

10 72. IWC Wage Order(s) states that every employer shall authorize and permit all
11 employees to take rest periods. The authorized rest period time shall be based on the total hours
12 worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction
13 thereof. An employer must provide employees with 10 minutes' rest for shifts from three and
14 one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
15 minutes for shifts of more than 10 hours up to 14 hours, and so on.

16 73. Plaintiff and the Rest Period Subclass members were regularly not provided with
17 the opportunity to take a duty-free, ten-minute rest period for every four hours of work, or a major
18 fraction thereof.

19 74. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order(s) if an
20 employer fails to provide an employee a rest period in accordance with the applicable provisions
21 of IWC Wage Order(s), the employer shall pay the employee one (1) hour of pay at the
22 employee's regular rate of compensation for each workday that the rest period is not provided.

23 75. As such, Plaintiff and the Rest Period Subclass members are entitled to an
24 additional one hour's pay for each day in which they were not provided a proper rest period under
25 the above-described authorities.

26 76. California Labor Code § 558.1 states that any employer or other person acting on
27 behalf of an employer who violates, or causes to be violated, a section of any provision of sections
28 203, 226, 226.7, 1193.6, or 2082 may be personally liable. Pursuant to this code section, Plaintiff,

1 as well as members of the Meal Period Subclasses are entitled to civil penalties for each pay
2 period in which Defendants underpaid their wages as set forth herein.

3 77. Plaintiff and the members of the Rest Period Subclass request that the Court award
4 interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b),
5 accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

6 78. Pursuant to California Labor Code §§ 2699, 2699.3, and/or 2699.5, Plaintiff and
7 members of the Meal Period Subclasses, and other current and former employees of Defendants
8 are aggrieved employees, entitled to recover civil penalties pursuant to the California Labor
9 Code, including but not limited to Labor Code §§ 558 and 2699(f), as well as the applicable wage
10 order. Plaintiff and members of the Meal Period Subclasses further request this Court award
11 reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 2699(g).

12 **FIFTH CAUSE OF ACTION**

13 **(Failure to Reimburse Business Expenses, Labor Code § 2802)**

14 **(Plaintiff against All Defendants)**

15 79. Plaintiff, on behalf of himself and all class members, hereby incorporate the
16 preceding paragraphs as though fully set forth herein.

17 80. Labor Code § 2802(a) provides:

18 An employer shall indemnify his or her employee for all necessary expenditures
19 or losses incurred by the employee in direct consequence of the discharge of his
20 or her duties, or of his or her obedience to the directions of the employer, even
21 though unlawful, unless the employee, at the time of obeying the directions,
22 believed them to be unlawful.

23 81. Within the last four years of the filing of this Complaint, Defendants, by virtue of
24 their mileage and cell phone reimbursement policies and practices, failed to indemnify Plaintiff
25 and the Business Reimbursement Subclass appropriately for all necessary, uniform purchase and
26 cleaning, and personal cell phone expenses that Plaintiff and the Business Reimbursement
27 Subclass incurred while performing work for Defendants.

1 82. Plaintiff and the Business Reimbursement Subclass incurred out-of-pocket losses
2 because of Defendants' failure to reimburse Plaintiff and the Business Reimbursement subclass
3 appropriately for all necessary uniform purchase and cleaning, and personal cell phone expenses
4 that Plaintiff and the Business Reimbursement subclass incurred while performing work for
5 Defendants. To date, Defendants have failed to indemnify Plaintiff and the Business
6 Reimbursement subclass for all these out-of-pocket losses.

7 83. Under Labor Code § 2802(c), Plaintiff and the Business Reimbursement Subclass
8 are entitled to recover all reasonable costs, including attorney's fees, incurred in enforcing their
9 rights granted by Labor Code § 2802.

10 84. Pursuant to California Labor Code §§ 2699, 2699.3, and/or 2699.5, Plaintiff and
11 members of the Reimbursement subclass, and other current and former employees of Defendants
12 are aggrieved employees, entitled to recover civil penalties pursuant to the California Labor
13 Code, including but not limited to Labor Code §§ 558 and 2699(f), as well as the applicable wage
14 order. Plaintiff and members of the Meal Period Subclasses further request this Court award
15 reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 2699(g).

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Properly Maintain and Submit Itemized Wage Statements In Violation of**
18 **California Labor Code §§ 226, 1174, and IWC Wage Order(s)) (Plaintiff against All**
19 **Defendants)**

20 85. Plaintiff, on behalf of himself and all class members, hereby incorporate the
21 preceding paragraphs as though fully set forth herein.

22 86. California Labor Code §§ 226, 1174, and/or IWC Wage Order(s) require
23 employers to maintain and provide its employees accurate time and employment records, as well
24 as itemized wage statements showing, among other things, gross wages earned, the total hours
25 worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect
26 during the pay period and the corresponding number of hours worked at each hourly rate by the
27 employee. Furthermore, Wage Order(s) and Labor Code § 226 requires every employer to keep
28 accurate information with respect to each employee, including: (1) the employee's full name,

1 home address, occupation, social security number, employee's date of birth, and time records
2 showing when the employee begins and ends each work period; (2) an employee's meal periods;
3 (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and
4 applicable rates of pay.

5 87. Defendants failed to properly maintain itemized wage statements in that, among
6 other things, the wage statements provided do not set forth an accurate showing of actual hours
7 worked, an accurate showing of wages, hours showing the meal periods taken/missed, and other
8 related information required by California law. Plaintiff is informed and believes that said failure
9 was knowing and intentional by Defendants as Defendants sought to deprive Plaintiff and the
10 Itemized Wage Statement Subclass members of their legitimate right to unpaid wages, and
11 otherwise deprive them of wages owed. As a result of Defendants' intentional and knowing
12 failure to maintain adequate itemized statements, Plaintiff and the members of the Itemized Wage
13 Statement Subclass could not ascertain the actual amount of compensation they earned and/or
14 were entitled to, and thereby suffered cognizable injury in the form of the accrual of unpaid
15 wages, overtime wages, and interest.

16 88. Pursuant to California Labor Code § 226(e), an employee who suffers injury as a
17 result of an employer's knowing and intentional failure to comply with subdivision (a), is entitled
18 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
19 which a violation occurs and one hundred dollars (\$ 100) per employee for each violation in a
20 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
21 is entitled to an award of costs and reasonable attorney's fees.

22 89. Pursuant to California Labor Code § 226(h), an employee may also bring an action
23 for injunctive relief to ensure compliance with this section, and is entitled to an award of costs
24 and reasonable attorney's fees. As such, Plaintiff and the members of the Itemized Wage
25 Statement Subclass are entitled to statutory penalties recoverable from Defendants as described
26 herein, as well as reasonable costs and attorneys' fees.

27 90. Pursuant to California Labor Code §§ 2699, 2699.3, and/or 2699.5, Plaintiff and
28 members of the Meal Period Subclasses, and other current and former employees of Defendants

1 are aggrieved employees, entitled to recover civil penalties pursuant to the California Labor
2 Code, including but not limited to Labor Code §§ 558 and 2699(f), as well as the applicable wage
3 order. Plaintiff and members of the Meal Period Subclasses further request this Court award
4 reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 2699(g).

5 **SEVENTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 201, 202, 203, *et seq.*) (Plaintiff against All**
7 **Defendants)**

8 91. Plaintiff, on behalf of himself and all class members, hereby incorporate the
9 preceding paragraphs as though fully set forth herein.

10 92. Labor Code § 201 states that an employer is required to provide an employee who
11 is terminated all unpaid wages immediately upon termination.

12 93. Plaintiff is informed and believes and thereon allege that Defendants failed to pay
13 Plaintiff, the Waiting Time Penalty Subclass members, and other current and former employees
14 all wages due and owing immediately upon termination, thereby violating Labor Code § 201.

15 94. Labor Code §202 states, in pertinent part, that an employer is required to provide
16 an employee who quits his or her employment all wages due and owing not later than 72 hours
17 thereafter.

18 95. Plaintiff is informed and believes and thereon allege that Defendants failed to pay
19 Plaintiff, the Waiting Time Penalty Subclass members, and other current and former employees
20 all wages due and owing upon voluntary resignation, thereby violating Labor Code § 202.

21 96. Labor Code §203 states that if an employer willfully fails to pay an employee
22 wages according to Labor Code §§ 201 and 202, these wages shall continue as a penalty for up
23 to a maximum of 30 days.

24 97. Defendants willfully withheld paying Plaintiff, the Waiting Time Penalty
25 Subclass members, and other employees' wages thereby violating Labor Code § 203 and
26 requiring Defendants to pay Plaintiff, the Waiting Time Penalty Subclass members, and other
27 aggrieved employees a 30 day wage penalty in addition to all unpaid wages as described herein.

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code § 17200) (Plaintiff against All**
3 **Defendants)**

4 98. Plaintiff, on behalf of himself and all class members, hereby incorporate the
5 preceding paragraphs as though fully set forth herein.

6 99. California Business and Professions Code § 17200 *et seq.* prohibits unfair
7 competition in the form of any unlawful, deceptive or fraudulent business practice. The acts and
8 practices described in this complaint constitute unlawful, unfair and fraudulent business
9 practices, and unfair competition within the meaning of Business and Professions Code § 17200
10 *et seq.*

11 100. Beginning at an exact date unknown to Plaintiff, Defendants committed unlawful
12 acts as described above, including: failing to pay all wages, including minimum and overtime
13 wages to its employees, failing to provide proper meal and rest breaks, failing to timely pay
14 Plaintiff and members of the Unfair Competition Subclass all wages due and owing, including
15 minimum and overtime wages, failing to properly maintain and submit itemized wage statements,
16 failing to provide reimbursement for all necessary business expenses, and adopting,
17 implementing and enforcing uniform unlawful compensation and meal and rest break policies
18 and procedures.

19 101. The violations of these laws serve as unlawful business practices for purposes of
20 Business and Professions Code § 17200 and remedies are provided therein under Business and
21 Professions Code § 17203.

22 102. As a proximate result of the aforementioned acts, the Defendants received and
23 continue to hold ill-gotten gains belonging to Plaintiff and all members of the Unfair Competition
24 Subclass in that Defendants have profited from their unlawful practices.

25 103. Business and Professions Code § 17203 provides that the Court may restore to
26 any person in interest any money or property that may have been acquired by means of such
27 unfair competition and order restitutionary damages to Defendants by operation of the practices
28 alleged therein. Plaintiff and all members of the Unfair Competition Subclass are entitled to

1 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages and civil
2 penalties unlawfully withheld from them during the four (4) years prior to the original filing date
3 of this complaint.

4 104. Plaintiff and all members of the Unfair Competition Subclass seek and are entitled
5 to unpaid wages, unpaid overtime, injunctive relief, statutory and civil penalties, and any other
6 remedy owing to Plaintiff and members of the Unfair Competition Subclass.

7 105. Injunctive relief is necessary and proper to prevent Defendants from repeating
8 their wrongful practices as alleged above.

9 106. In order to prevent Defendants from profiting and benefitting from their wrongful
10 and illegal acts, an order requiring Defendants to pay restitutionary damages to Plaintiff and all
11 members of the Unfair Competition Subclass is also appropriate and necessary.

12 107. Plaintiff herein has taken it upon himself to enforce these laws and lawful claims.
13 There is a financial burden incurred in pursuing this action and it would be against the interests
14 of justice to penalize Plaintiff by forcing him to pay attorneys' fees in this action. Therefore,
15 attorneys' fees are appropriate pursuant to Code of Civil Procedure § 1021.5, as well as under
16 the common fund doctrine.

17 **NINTH CAUSE OF ACTION**

18 **(Violation of California Labor Code Private Attorneys' General Act, Labor Code §§ 2699**
19 **et seq.)**

20 **(Plaintiff against Defendant)**

21 108. Plaintiff, on behalf of himself and all class members, hereby incorporate the
22 preceding paragraphs as though fully set forth herein.

23 109. Plaintiff is an aggrieved employee as defined in Labor Code § 2699 (c), and
24 related Labor Code provisions. Plaintiff brings this cause of action on behalf of himself, members
25 of all classes, and other current and former employees affected by the labor law violations alleged
26 herein.

110. Defendants committed numerous violations of the California Labor Code and the Wage Orders against Plaintiff, on information and belief, against members of all classes described herein while they were employed by Defendants.

111. Pursuant to Labor Code § 2699, Plaintiff, members of the Classes, and all other aggrieved current and former employees seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the California Labor Code and applicable wage order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§ 558, 210, 225.5, 226.3, 256, 1174.5, 1197.1, 1775, and 2699, and IWC Wage Orders. Plaintiff and aggrieved current and former employees further seek an award of reasonable attorney fees and costs pursuant to this section.

PRAYER FOR RELIEF

1. That the Court issue an Order certifying the Classes herein, appointing named Plaintiff as representative of all others similarly situated, and appointing the Berenji Law Firm, APC, Mahoney Law Group, APC, and Verum Law Group, APC, representing Plaintiff, as class counsel for members of the Classes;
2. For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number, and email address;
3. For the creation of an administrative process wherein each injured member of the Classes may receive his or her money;
4. For general and compensatory damages according to proof at trial;
5. For preliminary, permanent, and mandatory injunctive relief prohibiting the Defendants and their agents from committing any future violations of the law as herein alleged;
6. For an order imposing all statutory and/or civil penalties provided by law;
7. For an award of restitution, according to proof, under the Business and Professions Code § 17200 *et seq.* and applicable California Labor Code provisions;
8. For an order imposing all statutory and/or civil penalties provided by law, including an order awarding each Plaintiff and each aggrieved employee amounts and penalties

1 pursuant to Labor Code §§ 558 and 2699;

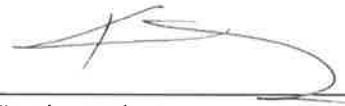
- 2 9. Costs of suit, including attorneys' fees pursuant to California Labor Code § 1194, 218.5,
3 226, the common fund doctrine, and all other applicable laws providing for recovery of
4 attorney's fees and costs in this action;
- 5 10. For disgorgement of profits garnered as a result of Defendants' unlawful failure to
6 indemnify necessary expenditures, such as uniform purchase and cleaning costs, and cell
7 phone data usage;
- 8 11. For interest at the legal rate of 10% per annum;
- 9 12. Liquidated damages pursuant to Labor Code § 1194.2; and
- 10 13. Such further relief as the Court deems just and proper.

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby requests a jury trial on all issues triable to a jury.

14
15 Dated: October 15, 2021

MAHONEY LAW GROUP, APC

16
17 By: 

Kevin Mahoney

John Young

18 Attorneys for Plaintiff VICTOR ANGELO

19 PEREZ and all other similarly situated persons