

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

11/18/2021 at 04:50:15 PM

By: Cheryl Clark, Deputy Clerk

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 David Keledjian (SBN 309135)
david@setarehlaw.com
3 Shane R. Farley (SBN 333157)
shane@setarehlaw.com
4 SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
5 Beverly Hills, California 90212
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff AMANDA HALE

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF ALAMEDA

11 UNLIMITED JURISDICTION

12
13 AMANDA HALE, on behalf of herself and all
14 others similarly situated, and the general
public,

15 *Plaintiff,*

16 v.

17 BRINKER INTERNATIONAL, INC., a
Delaware corporation; BRINKER
18 INTERNATIONAL PAYROLL COMPANY,
L.P., a Delaware limited partnership;
19 BRINKER RESTAURANT CORPORATION,
a Virginia corporation; and DOES 1 through
20 50, inclusive,

21 *Defendants.*
22
23
24
25
26
27
28

Case No. **21CV002855**

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff AMANDA HALE ("Plaintiff"), on behalf of herself and all others similarly
2 situated, and the general public, and the State of California, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against defendants BRINKER
5 INTERNATIONAL, INC., a Delaware corporation; BRINKER INTERNATIONAL PAYROLL
6 COMPANY, L.P., a Delaware limited partnership; BRINKER RESTAURANT CORPORATION,
7 a Virginia corporation; and DOES 1 through 50, inclusive, (collectively referred to as
8 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
9 Defendants have

- 10 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
11 periods;
- 12 (2) failed to provide them with rest periods;
- 13 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 14 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
15 rate of pay;
- 16 (5) failed to pay them at least minimum wage for all hours worked;
- 17 (6) failed to pay them overtime wages at the correct rate;
- 18 (7) failed to pay them double time wages at the correct rate;
- 19 (8) failed to pay them overtime and/or double time wages by failing to include all
20 applicable remuneration in calculating the regular rate of pay;
- 21 (9) failed to reimburse them for all necessary business expenses;
- 22 (10) failed to provide them with accurate written wage statements; and
- 23 (11) failed to pay them all of their final wages following separation of employment.

24 Based on these alleged violations, Plaintiff now brings this class and representative action to
25 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
26 herself and all others similarly situated, all other aggrieved employees, and the State of California.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
9
0
1
2
3
4
5
6
7
8

1
2
3
4
5
5
7
8

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

CLASS ALLEGATIONS

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

11. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

Hourly Employee Class: All persons employed by Defendants and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

Meal Period Sub-Class: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

Rest Period Sub-Class: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

Wage Statement Penalties Sub-Class: All Hourly Employee Class members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

Waiting Time Penalties Sub-Class: All Hourly Employee Class members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

UCL Class: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

///

1 **Regular Rate Class:** All of Defendants' hourly, non-exempt employees who were not
2 paid overtime wages for all overtime hours worked and/or premiums for meal and/or
3 rest break violations as a result of not correctly calculating their regular rate of pay to
4 include all applicable remuneration, including, but not limited to, shift differentials,
5 shift premiums, and/or non-discretionary bonuses.

6 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
7 right to amend or modify the class definitions with greater specificity by further division into sub-
8 classes and/or by limitation to particular issues.

9 13. **Numerosity:** The class members are so numerous that the individual joinder of each
10 individual class member is impractical. While Plaintiff does not currently know the exact number of
11 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
12 exceeds the minimum required for numerosity under California law.

13 14. **Commonality and Predominance:** Common questions of law and fact exist as to all
14 class members and predominate over any questions that affect only individual class members. These
15 common questions include, but are not limited to:

- 16 i. Whether Defendants maintained a policy or practice of failing to provide employees
17 with their meal periods;
- 18 ii. Whether Defendants maintained a policy or practice of failing to provide employees
19 with their rest periods;
- 20 iii. Whether Defendants failed to pay premium wages to class members when they have
21 not been provided with required meal and/or rest periods;
- 22 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
23 as a result of policies that fail to provide meal periods in accordance with California
24 law;
- 25 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
26 for all time worked;
- 27 vi. Whether Defendants used payroll formulas that systematically fail to account for
28 non-discretionary bonuses and/or other applicable remuneration when calculating
regular rates of pay for class members;

- vii. Whether Defendants failed to pay overtime wages to class members as a result of incorrectly calculating their regular rates of pay;
- viii. Whether Defendants failed to pay premium wages to class members based on their respective “regular rates of compensation” by not including commissions and/or other applicable remuneration in calculating the rates at which those wages are paid;
- ix. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- x. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- xi. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- xii. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203;
- xiii. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

15. **Typicality:** Plaintiff’s claims are typical of the other class members’ claims. Plaintiff is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

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

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

11 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

12 19. Plaintiff worked for Defendants as an hourly, non-exempt employee during the
13 applicable statutory period.

14 **Late, and/or Shortened Meal Periods**

15 20. Plaintiff and the aggrieved employees were not provided with meal periods of at
16 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
17 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
18 shift with not enough workers; (3) imposing so much work on each employee such that it made it
19 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
20 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
21 meal and rest periods.

22 21. Specifically, Defendants have a policy and/or practice of requiring Plaintiff and the
23 aggrieved employees to take their meal periods after the fifth hour of work during busy shifts.
24 Additionally, Plaintiff and the aggrieved employees routinely clocked out for their meal period,
25 quickly ate their food, and then clocked in to continue performing their duties as their worksites
26 were understaffed. Plaintiff and the aggrieved employees did not take their meal period until more
27 than 6 hours into their shift to accommodate the large amount of patrons in the restaurant during
28 busy hours. If Plaintiff knew that the shift was going to be a busy one, she would purposefully eat

1 before the shift knowing that there would be absolutely no available time during the first five hours
2 with which to clock out and eat. Additionally, the aggrieved employees were required to clock out
3 for meal periods even though they continued to perform work with the full knowledge of their
4 supervisors.

5 22. As a result of Defendants' policy and/or practice, Plaintiff and the aggrieved
6 employees were regularly not provided with uninterrupted meal periods of at least thirty (30)
7 minutes for each five (5) hours worked due to complying with Defendants' productivity
8 requirements that required Plaintiff and the aggrieved employees to work through their meal
9 periods.

10 Missed Rest Breaks

11 23. Plaintiff and the aggrieved employees were not provided with rest periods of at least
12 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
13 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
14 understaffing each work shift with not enough workers; and (3) imposing so much work on each
15 employee such that it made it unlikely that an employee would be able to take their breaks if they
16 wanted to finish their work on time.

17 24. Specifically, Defendants did not adequately staff their workplace so that on almost
18 all occasions the aggrieved employees could not take their rest breaks because they were required
19 to continuously work to accommodate Defendants' demands. Plaintiff and the aggrieved
20 employees were only able to take rest breaks of one (1) to five (5) minutes, and were
21 systematically denied their rest breaks. Additionally, when Plaintiff and the aggrieved employees
22 were able to take a shortened rest break, they frequently did so after the fourth hour of work
23 because they were too busy to be relieved of their duties. Plaintiff and aggrieved employees did not
24 have their rest breaks scheduled and were required to be released by a manager. Due to the amount
25 of work they had, Plaintiff and the aggrieved employees were unable to find time with which they
26 could rest, and were routinely interrupted after a few short minutes when they were able to take
27 their rest break.

28 25. As a result of Defendants' policy and/or practice, Plaintiff and the aggrieved

1 employees were regularly not provided with uninterrupted rest periods of at least ten (10) minutes
2 for each four (4) hours worked due to complying with Defendants' productivity requirements that
3 required Plaintiff and the aggrieved employees to work through their rest periods in order to
4 complete their assignments on time.

5 Off-the-Clock Work

6 26. Plaintiff and aggrieved employees would be required to perform off-the-clock work
7 on multiple occasions after they had clocked out for their shift. For example, Plaintiff and
8 aggrieved employees would be directed by a manager to clock out before they hit overtime hours
9 and then continue to close the store, clean, do their side duties, and/or serve patrons.

10 27. Defendants knew or should have known that Plaintiff and aggrieved employees
11 were not "on the clock" after they had clocked out and therefore should not have directed Plaintiff
12 and the aggrieved employees to perform any additional work once they had clocked out.

13 28. Plaintiff and aggrieved employees were not paid for all hours worked as they were
14 required to clock out before finishing up their closing duties.

15 29. The time spent by Plaintiff and aggrieved employees to perform their closing duties
16 before they were permitted to leave the store could be anywhere from thirty (30) minutes to an
17 hour—time which was unpaid by Defendants.

18 Regular Rate of Pay

19 30. The regular rate of pay under California law includes all remuneration for
20 employment paid to, on behalf of, the employee. This requirement includes, but is not limited to,
21 commissions and non-discretionary bonuses.

22 31. At all relevant times, Defendants violated the above-referenced Labor Code sections
23 by failing to pay Sanchez and the aggrieved employees for all hours worked, including, but not
24 limited to, overtime hours and/or meal and/or rest premiums. While employed by Defendants,
25 Sanchez and the aggrieved employees received hourly wages and other remuneration, including,
26 but not limited to, gift cards for selling a certain amount of items and/or non-discretionary bonuses
27 and/or other applicable remuneration that must be included when calculated their regular rates of
28 pay for purposes of overtime, meal premiums, and/or rest premiums.

32. However, Defendants consistently failed to include all applicable forms of remuneration when calculating their regular rates of pay. As a result, any overtime wages, meal premiums, and/or rest premiums paid to Plaintiff and the aggrieved employees were not paid at the regular rate of pay.

33. During the applicable limitations period, Defendants violated the rights of Plaintiff and the aggrieved employees under the above-referenced Labor Code sections by failing to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable remuneration, including, but not limited to, non-discretionary bonuses and/or holiday premium pay.

Expense Reimbursement

34. At all relevant times during the applicable limitations period, Defendants required Booth and the aggrieved employees to incur expenses which Defendants failed and/or refused to reimburse them for including, but not limited to, requiring Plaintiff and the aggrieved employees to purchase their black polo shirt from Defendants and purchase a phone application used to check their schedules. Additionally, Plaintiff and the aggrieved employees were required to transport goods on occasion in their personal vehicles without reimbursement.

35. Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary business expenses incurred by them.

Wage Statements

36. Plaintiff and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

37. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

38. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

39. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

40. Defendants failed to comply with Labor Code section 226(a)(8) as “the name and address of the legal entity that is the employer” were not accurately reflected.

41. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work, were not included.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

(Plaintiff and Meal Period Sub-Class)

42. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

43. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

44. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

45. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

46. Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

1 47. Labor Code § 1198 makes it unlawful to employ a person under conditions that
2 violate the applicable Wage Order.

3 48. Section 11 of the applicable Wage Order states:

4 “No employer shall employ any person for a work period of more than five (5)
5 hours without a meal period of not less than 30 minutes, except that when a
6 work period of not more than six (6) hours will complete the day’s work the
7 meal period may be waived by mutual consent of the employer and employee.
8 Unless the employee is relieved of all duty during a 30 minute meal period, the
9 meal period shall be considered an ‘on duty’ meal period and counted as time
10 worked. An ‘on duty’ meal period shall be permitted only when the nature of
11 the work prevents an employee from being relieved of all duty and when by
12 written agreement between the parties an on-the-job paid meal period is agreed
13 to. The written agreement shall state that the employee may, in writing, revoke
14 the agreement at any time.”

15 49. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
16 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
17 members were not subject to valid on-duty meal period agreements with Defendants.

18 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
20 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
21 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

22 51. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
24 **Class** members when they worked five (5) hours without clocking out for any meal period.

25 52. Moreover, Defendants’ written policies do not provide that employees must take
26 their first meal period before the end of the fifth hour of work, that employees are entitled to a
27 second meal period if they work a shift of over ten hours, or that the second meal period must
28 commence before the end of the tenth hour of work, unless waived.

 53. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
Class members additional premium wages, and/or were not paid premium wages at the employees’
regular rates of pay when required meal periods were not provided.

 54. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and

1 costs of suit.

2 55. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
3 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal**
4 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PROVIDE REST PERIODS**
7 **(Lab. Code §§ 204, 223, 226.7 and 1198)**
8 **(Plaintiff and Rest Period Sub-Class)**

9 56. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 57. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
11 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
12 Code and the applicable Wage Order.

13 58. Section 12 of the applicable Wage Order imposes an affirmative obligation on
14 employers to permit and authorize employees to take required rest periods at a rate of no less than
15 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
16 in the middle of each work period insofar as practicable.

17 59. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
18 from requiring employees to work during required rest periods and require employers to pay non-
19 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
20 workday that the employee is not provided with the required rest period(s).

21 60. Compensation for missed rest periods constitutes wages within the meaning of Labor
22 Code § 200.

23 61. Labor Code § 1198 makes it unlawful to employ a person under conditions that
24 violate the Wage Order.

25 62. Plaintiff alleges that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
27 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
28 as required by the applicable Wage Order.

63. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class** members additional premium wages when required rest periods were not provided.

64. Specifically, Defendants written policies do not provide that employees may take a rest period for each four hours worked, or major fraction thereof, nor that rest periods should be taken in the middle of each work period insofar as practicable.

65. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

66. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Plaintiff and Hourly Employee Class)

67. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

68. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

69. Section 2 of the applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

70. Section 4 of the applicable 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.

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

1 72. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
2 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
3 underlying unpaid minimum wages and interest thereon.

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

7 74. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
8 person acting either individually or as an officer, agent, or employee of another person to pay an
9 employee, or cause an employee to be paid, less than the applicable minimum wage.

10 75. Labor Code § 1198 makes it unlawful for employers to employ employees under
11 conditions that violate the applicable Wage Order.

12 76. Labor Code § 204 requires employers to pay non-exempt employees their earned
13 wages for the normal work period at least twice during each calendar month on days the employer
14 designates in advance and to pay non-exempt employees their earned wages for labor performed in
15 excess of the normal work period by no later than the next regular payday.

16 77. Labor Code § 223 makes it unlawful for employers to pay their employees lower
17 wages than required by contract or statute while purporting to pay them legal wages.

18 78. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
19 non-exempt employees overtime wages of no less than one and one-half times the employees'
20 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
21 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
22 seventh consecutive day of one workweek.

23 79. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
24 pay non-exempt employees overtime wages of no less than two times the employees' respective
25 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
26 worked in excess of eight hours on a seventh consecutive workday during the workweek.

27 80. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
28 centrally devised policies and practices to her and **Hourly Employee Class** members with respect

1 to working conditions and compensation arrangements.

2 81. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
3 **Employee Class** members for all time worked, including but not limited to, overtime hours at
4 statutory and/or agreed rates.

5 82. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
6 **Employee Class** members all earned wages every pay period at the correct rates, including
7 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
8 **Hourly Employee Class** members to perform off-the-clock work.

9 83. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
10 members have suffered damages in an amount subject to proof, to the extent they were not paid the
11 full amount of wages earned during each pay period during the applicable limitations period,
12 including overtime wages.

13 84. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
14 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
15 overtime wages, interest thereon, and costs of suit.

16 85. The regular rate of pay under California law includes all remuneration for
17 employment paid, on behalf of the employer, to the employee. This requirement includes but is not
18 limited to, commissions, and/or non-discretionary bonuses, and/or gift cards and/or cash payments
19 based on sales numbers, etc.

20 86. During the applicable limitations period, Defendants violated the rights of Plaintiff
21 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing
22 to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194
23 and 1198 by not correctly calculating their regular rate of pay to include all applicable
24 remuneration, including but not limited to, commissions, and/or non-discretionary bonuses, and/or
25 gift cards and/or cash payments based on sales numbers, etc.

26 87. California law uses the terms "compensation" and "pay" interchangeably and
27 requires that all applicable remuneration, including but not limited to, commissions, and/or non-
28 discretionary bonuses, and/or gift cards and/or cash payments based on sales numbers, etc., be

1 included when calculating an employee's regular rate of pay.

2 88. At all relevant times, Defendants paid Plaintiff premium wages based on a rate of
3 compensation that did not reflect, among other things, commissions, and/or non-discretionary
4 bonuses, and/or gift cards and/or cash payments based on sales numbers, etc. as required by Labor
5 Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when Defendants
6 paid her premium wages in lieu of meal and/or rest periods.

7 89. Plaintiff is informed and believes, and thereupon alleges, that, at all relevant times
8 during the applicable limitations period, Defendants maintained a policy or practice of paying
9 **Hourly Employee Class** members premium wages based on rates of compensation that have not
10 reflected commissions, and/or non-discretionary bonuses, and/or gift cards and/or cash payments
11 based on sales numbers, etc. as required by Labor Code § 226.7(b) and §§ 11 and 12 of the
12 applicable Wage Order on the occasions when Defendants paid them premium wages in lieu of
13 meal and/or rest periods.

14 90. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
15 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly**
16 **Employee Class** members, seeks to recover reasonable attorneys' fees.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY**

19 **(Lab. Code § 2802)**

20 **(Plaintiff and Expense Reimbursement Class)**

21 91. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

22 92. Labor Code section 2802(a) states:

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

26 93. At all relevant times during the applicable limitations period, Plaintiff and the
27 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
28 including but not limited to, requiring Plaintiff and the aggrieved employees to purchase their black

1 polo shirt from Defendants and purchase a phone application used to check their schedules.

2 Additionally, Plaintiff and the aggrieved employees were required to transport goods on occasion in
3 their personal vehicles without reimbursement.

4 94. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
5 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
6 discharge of their duties.

7 95. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
8 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
9 necessary business expenses incurred in the discharge of their duties.

10 96. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,
11 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

12 97. Section 9 of the applicable Wage Order states:

13 When uniforms are required by the employer to be worn by the employee as a
14 condition of employment, such uniforms shall be provided and maintained by the
15 employer. The term 'uniform' includes wearing apparel and accessories of distinctive
16 design or color.

17 98. At all relevant times during the applicable limitations period, Defendants required
18 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
19 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
20 **Reimbursement Class** members for all such expenditures.

21 99. At all relevant times during the applicable limitations period, Defendants required
22 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
23 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
24 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
25 expenditures.

26 100. Plaintiff is informed and believes that, during the applicable limitations period,
27 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
28 **Reimbursement Class** members for all necessary business expenses.

101. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to

1 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
2 original Complaint and until the date of entry of judgment.

3 102. Plaintiff, on behalf of herself , and **Expense Reimbursement Class** members, seeks
4 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
5 Code of Civil Procedure § 1021.5.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

8 **(Lab. Code § 226)**

9 **(Plaintiff and Wage Statement Penalties Sub-Class)**

10 103. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

11 104. Labor Code § 226(a) states:

12 An employer, semimonthly or at the time of each payment of wages, shall furnish to
13 his or her employee, either as a detachable part of the check, draft, or voucher paying
14 the employee's wages, or separately if wages are paid by personal check or cash, an
15 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
16 worked by the employee, except as provided in subdivision (j), (3) the number of
17 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
18 rate basis, (4) all deductions, provided that all deductions made on written orders of
19 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and only the last four digits of his or her social security number or an
22 employee identification number other than a social security number, (8) the name and
23 address of the legal entity that is the employer and, if the employer is a farm labor
24 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
25 legal entity that secured the services of the employer, and (9) all applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked
27 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
28 temporary services employer as defined in Section 201.3, the rate of pay and the total
hours worked for each temporary services assignment. The deductions made from
payment of wages shall be recorded in ink or other indelible form, properly dated,
showing the month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For purposes of
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.

25 105. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
26 the "detachable part of the check" provision and the "accurate itemized statement in writing"
27 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
28 employee retains the right to elect to receive a written paper stub or record and that those who are

1 provided with electronic wage statements retain the ability to easily access the information and
2 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
3 Letter July 6, 2006.)

4 106. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
6 members with written wage statements as described above.

7 107. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
8 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
9 that Defendants had the ability to provide them with accurate wage statements but had intentionally
10 provided them with written wage statements that Defendants knew do not comply with Labor Code
11 § 226(a).

12 108. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
13 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
14 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
15 and wages earned. In addition, inaccurate information on their wage statements have prevented
16 immediate challenges to Defendants' unlawful pay practices, has required discovery and
17 mathematical computations to determine the amount of wages owed, has caused difficulty and
18 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
19 inaccurate information about wages and deductions to federal and state government agencies.

20 109. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
21 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
22 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
23 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
24 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

25 110. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
26 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
27 **Class** members, seek awards of reasonable attorneys' fees and costs.

28 ///

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY ALL FINAL WAGES
(Lab. Code §§ 201–203)
(Plaintiff and Waiting Time Penalties Sub-Class)

111. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

112. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

113. At all relevant times, pursuant to Labor Code § 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

114. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

115. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours' of giving notice of resignation.

116. During the applicable limitations period, Defendants failed to pay Plaintiff all of her final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

117. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

118. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code §§ 201 or 202 by failing to timely pay them all final wages.

119. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201

1 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
2 requirements.

3 120. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
4 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
5 their final wages had first become due until paid, up to a maximum of thirty days, and interest
6 thereon.

7 121. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
8 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
9 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

10 SEVENTH CAUSE OF ACTION

11 **UNFAIR COMPETITION**

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

13 **(Plaintiff and UCL Class)**

14 122. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 123. Business and Professions Code § 17200 defines "unfair competition" to include any
16 unlawful business practice.

17 124. Business and Professions Code §§ 17203–17204 allow a person who has lost money
18 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
19 Procedure § 382 to recover money or property that may have been acquired from similarly situated
20 persons by means of unfair competition.

21 125. California law requires employers to pay hourly, non-exempt employees for all hours
22 they are permitted or suffered to work, including hours that the employer knows or reasonably
23 should know that employees have worked.

24 126. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and
25 incorporates the FIRST, SECOND, THIRD, and FOURTH causes of action herein.

26 127. Plaintiff lost money and/or property as a result of the aforementioned unfair
27 competition.

28 128. Defendants have or may have acquired money by means of unfair competition.

1 129. Plaintiff is informed and believes and thereupon alleges that, by committing the
2 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
3 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
4 violating the Labor Code as alleged herein.

5 130. Defendants have committed criminal conduct through their policies and practices of,
6 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
7 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
8 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
9 and by failing to reimburse them for all expenses.

10 131. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
11 employees and entitled to the full protections of both the Labor Code and the applicable Wage
12 Order.

13 132. Defendants' unlawful conduct as alleged in this Complaint amounts to and
14 constitutes unfair competition within the meaning of Business and Professions Code section 17200
15 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
16 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
17 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
18 behalf of similarly situated persons in a class-action proceeding.

19 133. As a result of Defendants' violations of the Labor Code during the applicable
20 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
21 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
22 conduct.

23 134. Plaintiff is informed and believes that other similarly situated persons have been
24 subject to the same unlawful policies or practices of Defendants.

25 135. Due to the unfair and unlawful business practices in violation of the Labor Code,
26 Defendants have gained a competitive advantage over other comparable companies doing business
27 in the State of California that comply with their legal obligations.

28 136. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive

1 relief for “any unlawful, unfair or fraudulent business act or practice,” including a practice or act
2 that violates, or is considered unlawful under, any other state or federal law.

3 137. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
4 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
5 Defendants, and each of them, and their agents and employees, from further violations of the Labor
6 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
7 order permanently enjoining Defendants, and each of them, and their respective agents and
8 employees, from further violations of the Labor Code and applicable Industrial Welfare
9 Commission Wage Orders.

10 138. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself
11 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
12 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
13 business practices.

14 139. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
15 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
16 attorneys’ fees in connection with their unfair competition claims.

17 **EIGHTH CAUSE OF ACTION**

18 **CIVIL PENALTIES**

19 **(Lab. Code §§ 2698 *et seq.*)**

20 140. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

21 141. During the applicable limitations period, Defendants have violated Labor Code §§
22 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

23 142. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
24 herself and other current and former employees, to bring a representative civil action to recover
25 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
26 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

27 143. Plaintiff, a former employee against whom Defendants committed one or more of the
28 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee

1 within the meaning of Labor Code § 2699(c).

2 144. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
3 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
4 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
5 intent to investigate.

6 145. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
7 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
8 512, 1194, 1197, 1198 and 2802:

- 9 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
10 2802, one hundred dollars (\$100) for each employee per pay period for each
11 initial violation and two hundred dollars (\$200) for each employee per pay
12 period for each subsequent violation (penalties set by Labor Code §
13 2699(f)(2));
- 14 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
15 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 16 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
17 employee for each initial violation that was neither willful nor intentional,
18 two hundred dollars (\$200) for each employee, plus 25% of the amount
19 unlawfully withheld from each employee, for each initial violation that was
20 either willful or intentional, and two hundred dollars (\$200) for each
21 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
22 from each employee, for each subsequent violation, regardless of whether the
23 subsequent violation was either willful or intentional (penalties set by Labor
24 Code § 210);
- 25 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
26 employee for each initial violation that was neither willful nor intentional,
27 two hundred dollars (\$200) for each employee, plus twenty-five percent
28 (25%) of the amount unlawfully withheld from each employee, for each

1 initial violation that was either willful or intentional, and two hundred dollars
2 (\$200) for each employee, plus twenty-five percent (25%) of the amount
3 unlawfully withheld from each employee, for each subsequent violation,
4 regardless of whether the subsequent violation was either willful or
5 intentional (penalties set by Labor Code § 225.5);

6 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
7 citation, two hundred and fifty dollars (\$250) for each employee for each
8 violation. Alternatively, if an initial citation or its equivalent occurred before
9 the filing of this action, one thousand dollars (\$1,000) for each employee for
10 each violation (penalties set by Labor Code § 226.3);

11 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
12 employee for each initial pay period for which the employee was underpaid,
13 and one hundred dollars (\$100) for each employee for each subsequent pay
14 period for which the employee was underpaid (penalties set by Labor Code §
15 558);

16 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
17 aggrieved employee for each initial violation of Labor Code § 1197 that was
18 intentional and two hundred and fifty dollars (\$250) for each aggrieved
19 employee per pay period for each subsequent violation of Labor Code §
20 1197, regardless of whether the initial violation was intentional (penalties set
21 by Labor Code § 1197.1);

22 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
23 attorneys' fees and costs in connection with Plaintiff's claims for civil
24 penalties.

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
3 public, prays for relief and judgment against Defendants as follows:

- 4 (1) An order that the action be certified as a class action;
5 (2) An order that Plaintiff be appointed class representative;
6 (3) An order that counsel for Plaintiff be appointed class counsel;
7 (4) Unpaid wages;
8 (5) Actual damages;
9 (6) Liquidated damages;
10 (7) Restitution;
11 (8) Declaratory relief;
12 (9) Pre-judgment interest;
13 (10) Statutory penalties;
14 (11) Civil penalties;
15 (12) Costs of suit;
16 (13) Reasonable attorneys' fees; and
17 (14) Such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby
20 demands a jury trial on all issues so triable.

21
22 Dated: November 12, 2021

SETAREH LAW GROUP

23
24 
25 SHAUN SETAREH
26 DAVID KELEDJIAN
27 SHANE R. FARLEY
28 Attorneys for Plaintiff
AMANDA HALE