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Sherri R. Carter, Executive Officer / Clerk of Court

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on behalf of himself and all others similarly situated and aggrieved

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

BRYAN CHARTREE BURNS, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

VICTORVILLE MEDICAL
TRANSPORTATION, an entity of unknown
jurisdiction doing business in California; 1-
800Medivan INC., a Nevada corporation;
SOUTH COAST MEDICAL
TRANSPORTATION INC., a California
corporation; YURI HAMBARDZUMYAN, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV39907

[Assigned for all purposes to the Hon. Yvette
Palazuelos in Dept. 9]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION; and
9. CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT (2004) FOR
VIOLATIONS OF LABOR CODE SECTIONS
210, 226.3, 558, 1174.5, 1197.1, AND 2699, et
seq

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff BRYAN CHARTREE BURNS (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against SOUTH COAST MEDICAL TRANSPORTATION INC., a California corporation and any of its respective subsidiaries or affiliated companies within the State of California (“South Coast”), and YURI HAMBARDZUMYAN, an individual residing in California (“Hambardzumyan,” and, collectively with South Coast and with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff BRYAN CHARTREE BURNS is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon allege that Defendants employed Plaintiff BRYAN CHARTREE BURNS as a non-exempt employee, with duties that included, but were not limited to, driving and transporting patients. Plaintiff is informed and believes, and based thereon alleges that Plaintiff BRYAN CHARTREE BURNS worked for

1 Defendants from approximately November of 2020 through approximately July of 2021.

2 **B. Defendants**

3 4. Plaintiff is informed and believes and based thereon alleges that South Coast is, and
4 at all times relevant hereto was, a corporation existing under and by virtue of the laws of the State
5 of California and doing business in the County of Los Angeles, State of California

6 5. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, defendant Hambardzumyan is and was a resident of the State of California. Plaintiff is
8 further informed and believes and based thereon alleges that Hambardzumyan is the principal and
9 director of Victorville, and DOES 1 through 100, as further defined below. Plaintiff is further
10 informed and believes and based thereon alleges that Hambardzumyan violated, or caused to be
11 violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor
12 Code section 558.1.

13 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
15 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
16 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
17 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
18 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
19 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
20 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
21 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
22 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
23 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
24 include South Coast, Hambardzumyan, and any of their parent, subsidiary, or affiliated companies
25 within the State of California, as well as DOES 1 through 100 identified herein.

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8. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants, and each of them, that their individuality and separateness have ceased to exist.

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- 1 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
2 Defendants who personally committed the wrongful and illegal acts and violated the
3 laws as set forth in this Complaint, and who has hidden and currently hide behind the
4 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
5 other wrongful or inequitable purpose;
- 6 B. The Individual Defendants derive actual and significant monetary benefits by and
7 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
8 Defendants as the funding source for the Individual Defendants' own personal
9 expenditures;
- 10 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
11 and the Alter Ego Defendants, while really one and the same, were segregated to
12 appear as though separate and distinct for purposes of perpetrating a fraud,
13 circumventing a statute, or accomplishing some other wrongful or inequitable
14 purpose;
- 15 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
16 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
17 mentioned herein were, so mixed and intermingled that the same cannot reasonably
18 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
19 are, and at all relevant times mentioned herein were, used by the Individual
20 Defendants as mere shells and conduits for the conduct of certain of their, and each
21 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
22 herein were, the alter egos of the Individual Defendants;
- 23 E. The recognition of the separate existence of the Individual Defendants and the Alter
24 Ego Defendants would promote injustice insofar that it would permit defendants to
25 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
26 Code, and other statutory violations. The corporate existence of these defendants
27 should thus be disregarded in equity and for the ends of justice because such
28 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

1 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
2 Defendants (and vice versa), and the fiction of their separate corporate existence
3 must be disregarded;

4 12. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
5 thereon alleges that Defendants, and each of them, are joint employers.

6 **JURISDICTION**

7 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
8 of Civil Procedure section 410.10.

9 14. Venue is proper in Los Angeles County, California pursuant to Code of Civil
10 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
11 causes of action complained of herein arose; the county in which the employment relationship
12 began; the county in which performance of the employment contract, or part of it, between Plaintiff
13 and Defendants was due to be performed; the county in which the employment contract, or part of
14 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
15 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
16 and Class Members in Los Angeles County, and because Defendants employ numerous Class
17 Members in Los Angeles County.

18 15. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
19 Defendants during the applicable statutory period and suffered one or more of the Labor Code
20 violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of Plaintiff and all
21 other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA
22 plus reasonable attorneys’ fees and costs, as the term “civil penalty” is defined under *ZB N.A. v.*
23 *Superior Court* (2019) 8 Cal.5th 175.

24 16. Plaintiff seeks to recover the PAGA civil penalties through a representative action
25 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
26 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
27 allegations described herein is not required.

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17. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5, among others.

18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

19. On or around October 29, 2021, Plaintiff provided written notice under Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the Labor and Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt requested to Defendants, and each of them.

20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the October 29, 2021 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants

FACTUAL BACKGROUND

21. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

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1 22. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
3 or some of them, in violation of California state wage and hour laws as a result of, among other
4 things, at times, failing to accurately track and/or pay for all minutes actually worked at their regular
5 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

6 23. For at least four (4) years prior to the filing of this Action and continuing to the
7 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
8 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
9 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
10 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
11 for such unprovided meal periods as required by California wage and hour laws.

12 24. For at least four (4) years prior to the filing of this action and continuing to the
13 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
14 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
15 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
16 California wage and hour laws.

17 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy or practice of failing to pay Plaintiff and other aggrieved employees their wages
19 in accordance with Labor Code section 204, which requires that “[l]abor performed between the 1st
20 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of
21 the month during which the labor was performed, and labor performed between the 16th and the last
22 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
23 month.” As such Plaintiff is informed and believes, and based thereon alleges, that Defendants did
24 not and do not pay their employees in accordance with Labor Code section 204.

25 26. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
27 full amount of their wages owed to them upon termination and/or resignation as required by Labor
28 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,

1 minimum wages, and premium wages.

2 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
3 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
4 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
5 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and
7 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
8 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
9 wages earned, as well as gross and net wages paid.

10 28. For at least three (3) years prior to the filing of this action and continuing to the
11 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
12 costs incurred in: purchasing and/or providing unreturned deposits for mandatory work uniforms;
13 laundering mandatory work uniforms; using cellular phones for work-related purposes; purchasing
14 tools necessary to perform work duties; and oil and transmission maintenance on work vehicles.

15 29. Defendants have failed, during the relevant liability periods, to comply with Labor
16 Code section 226, subdivision (c) by failing to, upon written request to inspect or receive copies of
17 records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or former
18 employee, complying with the request within 21 days from the date thereof, in connection with
19 Plaintiff and all others similarly situated. As such, Plaintiff is informed and believes, and based
20 thereon alleges, that Defendants violated these Labor Code sections, entitling Plaintiff and all other
21 aggrieved employees to civil penalties pursuant to Labor Code sections 558 and 2699.

22 30. Defendants have failed to comply, during the relevant liability periods, with Labor
23 Code section 1198.5 by failing to make the contents of personnel records that the employer
24 maintains relating to the employee's performance or to any grievance concerning the employee
25 available for inspection within 30 calendar days from the date of a written request, as required by
26 Labor Code section 1198.5. As such, Plaintiff is informed and believes, and based thereon alleges,
27 that Defendants violated these Labor Code sections, entitling Plaintiff and all other aggrieved
28 employees to civil penalties pursuant to Labor Code sections 558 and 2699.

1 31. Plaintiff and all other similarly situated employees or former employees at all times
2 pertinent hereto were not exempt from minimum wage requirements, overtime wage requirements,
3 provision of meal breaks or compensation in lieu thereof, provision of rest breaks or compensation
4 in lieu thereof, provision of being paid all wages before resignation or termination, provision of
5 receiving accurate, itemized wage statements, permitting inspection of documents requested by
6 employees under Labor Code sections 226 and 1198.5, and other such provisions of California law,
7 and the implementing rules and regulations of the IWC California Wage Orders. As such, Plaintiff
8 is informed and believes, and based thereon alleges, that Defendants violated these Labor Code
9 sections, entitling Plaintiff and all other aggrieved employees to civil penalties pursuant to Labor
10 Code sections 558 and 2699.

11 32. At all relevant times mentioned herein, Defendants have had a policy or practice of
12 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
13 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
14 Employees with the rates of pay and overtime rates of pay applicable to their employment;
15 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
16 name, address, and telephone number of the workers' compensation insurance carrier; information
17 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
18 under Labor Code section 2810.5. As a result of these violations, Defendants are liable for civil
19 penalties pursuant to Labor Code sections 558 and 2699.

20 33. Plaintiff, in Plaintiff's representative capacity, seek civil penalties under Labor Code
21 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
22 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
23 Employees pursuant to PAGA.

24 34. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
25 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
26 512, 1194, 1194.2, 1197, 2802 *et al.*, and California Code of Regulations, Title 8, section 11040,
27 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
28 periods, waiting time penalties, wage statement penalties, failure to indemnify work-related

1 expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

2 35. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
3 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
4 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
5 appropriate and effective means to prevent further violations, as well as all monies owed but
6 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
7 restitution of amounts owed.

8 **CLASS ACTION ALLEGATIONS**

9 36. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
10 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
11 and former non-exempt employees of Defendants within the State of California at any time
12 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
13 of the class action is provided to the class (collectively referred to as "Class Members").

14 37. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
15 to amend or modify the class description with greater specificity, further divide the defined class
16 into subclasses, and to further specify or limit the issues for which certification is sought.

17 38. This action has been brought and may properly be maintained as a class action under
18 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
19 of interest in the litigation and the proposed Class is easily ascertainable.

20 **A. Numerosity**

21 39. The potential Class Members as defined are so numerous that joinder of all the
22 members of the Class is impracticable. While the precise number of Class Members has not been
23 determined yet, Plaintiff is informed and believes that there are over forty (40) Class Members
24 employed by Defendants within the State of California.

25 40. Accounting for employee turnover during the relevant periods necessarily increases
26 this number. Plaintiff alleges Defendants' employment records would provide information as to the
27 number and location of all Class Members. Joinder of all members of the proposed Class is not
28 practicable.

1 **B. Commonality**

2 41. There are questions of law and fact common to Class Members. These common
3 questions include, but are not limited to:

- 4 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all
5 minutes worked at a proper overtime rate of pay?
- 6 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
7 for all other time worked at the employee's regular rate of pay and a rate of pay that
8 is greater than the applicable minimum wage?
- 9 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
10 Class Members to take compliant meal periods?
- 11 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
12 with additional wages for missed or interrupted meal periods?
- 13 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
14 Class Members to take compliant rest periods?
- 15 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed rest periods?
- 17 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
18 Members upon termination or resignation all wages earned?
- 19 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
20 section 203?
- 21 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
22 Class Members with accurate wage statements?
- 23 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
24 losses incurred in direct consequence of the discharge of their duties or by obedience
25 to the directions of Defendants as required under Labor Code section 2802?
- 26 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
27 section 17200, *et seq.*, by their unlawful practices as alleged herein?

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1 L. Are Class Members entitled to restitution of wages under Business and Professions
2 Code section 17203?

3 M. Are Class Members entitled to costs and attorneys' fees?

4 N. Are Class Members entitled to interest?

5 **C. Typicality**

6 42. The claims of Plaintiff herein alleged are typical of those claims which could be
7 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
8 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
9 damages arising out of and caused by Defendants' common course of conduct in violation of laws
10 and regulations that have the force and effect of law and statutes as alleged herein.

11 **D. Adequacy of Representation**

12 43. Plaintiff will fairly and adequately represent and protect the interest of Class
13 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
14 hour class actions.

15 **E. Superiority of Class Action**

16 44. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
18 questions of law and fact common to Class Members predominate over any questions affecting only
19 individual Class Members. Class Members, as further described therein, have been damaged and
20 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
21 violation of the Labor Code at times, as set out herein.

22 45. Class action treatment will allow Class Members to litigate their claims in a manner
23 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
24 any difficulties that are likely to be encountered in the management of this action that would
25 preclude its maintenance as a class action.

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1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 46. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 47. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 48. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
11 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 49. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
15 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
16 pay.”

17 50. Four (4) years prior to the filing of the Complaint in this Action through the present,
18 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
19 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
20 consecutive workdays in a workweek, without being paid overtime wages for all minutes worked as
21 a result of, including but not limited to, Defendants failing to accurately track and/or pay for all
22 minutes actually worked at the proper overtime rate of to the detriment of Plaintiff and Class
23 Members.

24 51. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
25 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
26 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
27 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
28 applicable IWC Wage Orders, and California law.

52. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

53. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

54. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

55. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all minutes worked or otherwise under Defendants' control.

56. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

57. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.

58. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

59. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 60. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

3 61. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
4 employ an employee for a work period of more than five (5) hours without a timely meal break of
5 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
6 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
7 per day without providing the employee with a second timely meal period of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties.

9 62. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
10 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
11 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
12 of compensation for each workday that the meal period is not provided.

13 63. For four (4) years prior to the filing of the Complaint in this Action through the
14 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
15 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
16 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
17 Class Member's regular rate of compensation on the occasions that Class Members were not
18 provided compliant meal periods.

19 64. By their failure to provide Plaintiff and Class Members compliant meal periods as
20 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
21 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
22 violated the provisions of Labor Code section 512 and applicable Wage Orders.

23 65. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

26 66. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
28 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,

1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FOURTH CAUSE OF ACTION**

3 **(Failure to Provide Rest Periods – Against All Defendants)**

4 67. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth hereat.

6 68. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by applicable Wage Orders.

8 69. California law and applicable Wage Orders require that employers “authorize and
9 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
10 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
11 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
12 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
13 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
14 thirty (30) minutes of paid rest period.

15 70. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
16 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
17 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
18 regular rate of compensation for each work day that the rest period is not provided.

19 71. For four (4) years prior to the filing of the Complaint in this Action through the
20 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
21 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
22 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
23 Member’s regular rate of compensation on the occasions that Class Members were not authorized
24 or permitted to take compliant rest periods.

25 72. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
26 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
27 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
28 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

73. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

74. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

75. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

76. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

77. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

78. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

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79. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

80. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

81. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

82. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

83. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

84. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

85. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

1 86. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
5 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
6 all applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
8 other things.

9 87. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
10 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
11 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
12 provided wage statements that Defendants knew were not accurate.

13 88. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered injury. The absence of accurate information on Class Members' wage statements at times
15 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
16 mathematical computations to determine the amount of wages owed; causes difficulty and expense
17 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
18 about wages and amounts deducted from wages to state and federal governmental agencies, among
19 other things.

20 89. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
21 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
22 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
23 pay period, not to exceed an aggregate \$4,000.00 per employee.

24 90. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
25 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
26 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
27 attorneys' fees, and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 2802 – Against All Defendants)**

3 91. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 92. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

7 93. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
8 his or her employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties . . .”

10 94. For three (3) years prior to the filing of the Complaint in this Action through the
11 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
12 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
13 obedience to the directions of Defendants that included, without limitation: laundering mandatory
14 work uniforms; using cellular phones for work-related purposes; purchasing tools necessary to
15 perform work duties; and oil and transmission maintenance on work vehicles.

16 95. During that time period, Plaintiff is informed and believes, and based thereon alleges
17 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and
18 Class Members for those losses and/or expenditures.

19 96. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
21 herein-described losses and/or expenditures.

22 97. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
23 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
24 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
25 costs of suit.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 98. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 99. Plaintiff is informed and believes, and based thereon alleges that the unlawful
6 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
7 and Professions Code section 17200. Due to their unlawful business practices in violation of the
8 Labor Code, Defendants have gained a competitive advantage over other comparable companies
9 doing business in the State of California that comply with their obligations to compensate employees
10 in accordance with the Labor Code.

11 100. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
12 Members have suffered injury in fact and lost money or property.

13 101. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
14 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
15 Code and requiring the establishment of appropriate and effective means to prevent further
16 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
17 including interest thereon, in which they had a property interest and which Defendants nevertheless
18 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
19 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
20 by their failure to comply with the Labor Code.

21 102. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
22 Procedure section 1032 and interest under Civil Code section 3287.

23 **NINTH CAUSE OF ACTION**

24 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

25 103. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth hereat.

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108. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

109. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in this section are in addition to any other penalty provided by law.”

110. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a).

111. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

112. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an

1 amount sufficient to recover underpaid wages;

2 (3) Wages recovered pursuant to this section shall be paid to the affected
3 employee.

4 113. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
6 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
7 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
8 regular payday designated by Employer, the name of the employer, including any “doing business
9 as” names used, the name, address and telephone number of the workers’ compensation insurance
10 carrier, information regarding paid sick leave, and other pertinent information.

11 114. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
13 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
14 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
15 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

16 Violation of Labor Code § 1174.5

17 115. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
18 every person employing labor in California to “[a]llow any member of the commission or the
19 employees of the Division of Labor Standards Enforcement free access to the place of business or
20 employment of the person to secure any information or make any investigation that they are
21 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
22 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
23 or papers of the person.”

24 116. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
25 every person employing labor in California to “[k]eep a record showing the names and addresses of
26 all employees employed and the ages of all minors.”

27 117. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
28 every person employing labor in California to “[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
3 piece rate paid to, employees employed at the respective plants or establishments. These records
4 shall be kept in accordance with rules established for this purpose by the commission, but in any
5 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
6 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
7 earned.”

8 118. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
9 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
10 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
11 member of the commission or employees of the division to inspect records pursuant to subdivision
12 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

13 119. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
14 willfully failed keep adequate or accurate time records including wage statements and similar
15 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
16 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
17 under Labor Code section 1174.

18 120. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
21 hundred dollars (\$500) per violation per Aggrieved Employee.

22 Violation of Labor Code § 1197.1

23 121. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
24 person acting either individually or as an officer, agent, or employee of another person, who pays
25 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
26 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
27 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
28 Section 203 as follows:

1 A. For any initial violation that is intentionally committed, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
3 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
4 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 B. For each subsequent violation for the same specific offense, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid
7 regardless of whether the initial violation is intentionally committed. This amount shall be in
8 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
9 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
11 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

12 122. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
13 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
14 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
15 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
16 damages.

17 123. As a direct and proximate result of the herein-described Labor Code violations,
18 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
19 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
20 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
21 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
22 subsequent violation.

23 Civil Penalties Under Labor Code § 2699

24 124. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
25 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
26 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
27 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
28 action brought by an aggrieved employee on behalf of himself or herself and other current or former

1 employees pursuant to the procedures specified in Labor Code section 2699.3.

2 125. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
3 Code except those for which a civil penalty is specifically provided, the established civil penalty for
4 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
5 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
6 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
7 employee per pay period for each subsequent violation.

8 126. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
9 each of them, violated the Labor Code sections described herein, including, without limitation, for
10 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
11 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
12 name of the employer, including any “doing business as” names used, the name, address and
13 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
14 leave, and other pertinent information required to be disclosed by Employer under Labor Code
15 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid
16 sick leave required to be provided pursuant to California and local laws.

17 127. Moreover, Plaintiff and other Aggrieved Employees within the State of California
18 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
19 connection with their herein-described claims for civil penalties.

20 **DEMAND FOR JURY TRIAL**

21 128. Plaintiff demands a trial by jury on all causes of action contained herein.

22 **PRAYER**

23 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
24 against Defendants as follows:

- 25 A. An order certifying this case as a Class Action;
26 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
27 counsel as class counsel;

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- 1 C. Damages for all wages earned and owed, including minimum and overtime wages
2 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 3 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 4 E. Damages for unpaid premium wages from missed meal and rest periods under,
5 among other Labor Code sections, 512, 558.1 and 226.7;
- 6 F. Penalties for inaccurate wage statements under Labor Code sections 226,
7 subdivision (e) and 558.1;
- 8 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 9 I. Damages under Labor Code sections 558.1 and 2802;
- 10 K. Preliminary and permanent injunctions prohibiting Defendants from further
11 violating the California Labor Code and requiring the establishment of appropriate
12 and effective means to prevent future violations;
- 13 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
14 1174.5, 1197.1, and 2699;
- 15 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
16 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 17 N. Restitution of wages and benefits due which were acquired by means of any unfair
18 business practice, according to proof;
- 19 O. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 20 P. For attorneys' fees in prosecuting this action;
- 21 Q. For costs of suit incurred herein; and
- 22 R. For such other and further relief as the Court deems just and proper.

23 Dated: May 2, 2022

BIBIYAN LAW GROUP, P.C.

24
25 BY: /s/ Jeffrey C. Bils

JEFFREY C. BILS

26 DAVID D, BIBIYAN

27 Attorney for Plaintiff BRYAN CHARTREE BURNS
28 on behalf of himself and all others similarly situated
and aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd, Suite 500, Beverly Hills, California 90211.

On May 2, 2022, I served the following document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by parties by electronic service through Case Anywhere:

KAUFMAN DOLOWICH & VOLUCK LLP
Barry Z. Brodsky, SBN 93565
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11755 Wilshire Blvd., Ste. 2400
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Fax: (310) 575-9720

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 2, 2022 at Beverly Hills, California.

/s/ Emanuel Munquia
Emanuel Munquia