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

ROCIO J. MAYA GONZZALEZ, individually,
and on behalf of all others similarly situated, and
other aggrieved employees,

Plaintiff,

vs.

NATIONAL ENGINEERING AND
CONSULTING GROUP, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV40584

**FIRST AMENDED CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.];
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Rocio J. Maya Gonzzalez (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants National Engineering and Consulting
6 Group, Inc., and Does 1 through 10 (collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
10 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary
11 business expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
13 action on behalf of herself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
15 Class consists of Plaintiff and all other individuals who are or were employed by Defendant in
16 the position of “Staff Geologist” or “Technician” in California during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present employees of Defendants who are or were
21 employed by Defendant in the position of “Staff Geologist” or “Technician” in California
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

28 5. Despite these requirements, throughout the statutory period Defendants maintained a

1 systematic, company-wide policy and practice of:

- 2 (a) Failing to pay employees for all hours worked, including all minimum
3 wages, and overtime wages in compliance with the California Labor Code
4 and IWC Wage Orders;
- 5 (b) Failing to provide employees with timely and duty-free meal periods in
6 compliance with the California Labor Code and IWC Wage Orders, failing
7 to maintain accurate records of all meal periods taken or missed, and
8 failing to pay an additional hour's pay for each workday a meal period
9 violation occurred;
- 10 (c) Failing to authorize and permit employees to take timely and duty-free rest
11 periods in compliance with the California Labor Code and IWC Wage
12 Orders, and failing to pay an additional hour's pay for each workday a rest
13 period violation occurred;
- 14 (d) Failing to indemnify employees for necessary business expenses incurred;
- 15 (e) Willfully failing to pay employees all minimum wages, overtime wages,
16 meal period premium wages, and rest period premium wages due within
17 the time period specified by California law when employment terminates;
18 and
- 19 (f) Failing to maintain accurate records of the hours that employees worked.
- 20 (g) Failing to provide employees with accurate, itemized wage statements
21 containing all the information required by the California Labor Code and
22 IWC Wage Orders.

23 6. On information and belief, Defendants, and each of them were on actual and
24 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
25 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
26 willful and deliberate.

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28

1 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
2 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
3 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
4 “respondeat superior”.

5 **THE PARTIES**

6 **A. Plaintiff**

7 8. Plaintiff is a California resident that worked for Defendants in the County of Los
8 Angeles, State of California, as an Air Monitoring Technician from approximately July 2020 to
9 November 2020.

10 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
11 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
12 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

13 **B. Defendants**

14 10. Plaintiff is informed and believes, and based upon that information and belief
15 alleges, that Defendant National Engineering and Consulting Group, Inc. is:

- 16 (a) A California corporation with its principal place of business in Los
17 Angeles, California.
- 18 (b) A business entity conducting business in numerous counties throughout the
19 State of California, including in Los Angeles County; and
- 20 (c) The former employer of Plaintiff, and the current and/or former employer
21 of the putative Class. Defendants suffered and permitted Plaintiff and the
22 Class and the Aggrieved Employees to work, and/or controlled their wages,
23 hours, or working conditions.

24 11. Plaintiff does not currently know the true names or capacities of the persons or
25 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
26 names. Each of the Doe Defendants was in some manner legally responsible for the damages
27 suffered by Plaintiff and the Class and the Aggrieved Employees as alleged herein. Plaintiff will
28

1 amend this complaint to set forth the true names and capacities of these Defendants when they
2 have been ascertained, together with appropriate charging allegations, as may be necessary.

3 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
4 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
5 and/or injured a significant number of the Plaintiff and the Class and the Aggrieved Employees
6 in the State of California.

7 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
8 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
9 other employees described in the class definitions below, and exercised control over their wages,
10 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
11 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
12 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
13 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
14 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
15 or all of the other Defendants so as to be liable for their conduct with respect to the matters
16 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
17 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
18 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
19 abetted the conduct of all other Defendants.

20 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 14. Plaintiff is a California resident who worked for Defendants in the County of Los
22 Angeles, State of California, as an Air Monitoring Technician from approximately July 2020 to
23 November 2020. During the statutory period, Defendants misclassified Plaintiff as salaried
24 exempt.

25 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
26 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
27 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
28 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all

1 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
2 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
3 Defendants was typical and illustrative.

4 16. Throughout the statutory period, Defendants maintained a policy and practice of
5 not paying Plaintiff and the Class and the Aggrieved Employees for all hours worked, including
6 all overtime wages. Plaintiff and the Class and the Aggrieved Employees were misclassified as
7 exempt, and were paid a salary. Plaintiff and the Class and the Aggrieved Employees should
8 have been classified as non-exempt. This included time actually working regular shifts, and time
9 outside of their regular shifts while communicating with Defendants and other employees
10 through group chats and by phone. In maintaining a practice of not paying all wages owed,
11 Defendants failed to maintain accurate records of the hours Plaintiff and the Class and the
12 Aggrieved Employees worked.

13 17. Throughout the statutory period, Defendants have wrongfully failed to provide
14 Plaintiff and the Class and the Aggrieved Employees with legally compliant meal periods.
15 Defendants sometimes, but not always, required Plaintiff and the Class and the Aggrieved
16 Employees to work in excess of five consecutive hours a day without providing 30-minute,
17 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
18 compensating Plaintiff and the Class and the Aggrieved Employees for meal periods that were
19 not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
20 adequately inform Plaintiff and the Class and the Aggrieved Employees of their right to take a
21 meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of
22 the tenth hour of work. Also, Defendants maintained a practice of automatically deducting meal
23 periods from Plaintiff and the Class's timesheets, despite the fact that Plaintiff and the Class and
24 the Aggrieved Employees did not always receive full uninterrupted meal periods, leading to
25 underpayment of wages to Plaintiff and the Class. Accordingly, Defendants' policy and practice
26 was to not provide meal periods to Plaintiff and the Class and the Aggrieved Employees in
27 compliance with California law.

28 18. Throughout the statutory period, Defendants have wrongfully failed to authorize

1 and permit Plaintiff and the Class and the Aggrieved Employees to take timely and duty-free rest
2 periods. Defendants sometimes, but not always, required Plaintiff and the Class and the
3 Aggrieved Employees to work in excess of four consecutive hours a day without Defendants
4 authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period
5 for every four hours of work (or major fraction of four hours), or without compensating Plaintiff
6 and the Class and the Aggrieved Employees for rest periods that were not authorized or
7 permitted. Defendants also did not adequately inform Plaintiff and the Class and the Aggrieved
8 Employees of their right to take a rest period. Moreover, Defendants did not have adequate
9 policies or practices permitting or authorizing rest periods for Plaintiff and the Class, nor did
10 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
11 also did not have adequate policies or practices to verify whether Plaintiff and the Class and the
12 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
13 maintain accurate records of employee work periods, and therefore Defendants cannot
14 demonstrate that Plaintiff and the Class and the Aggrieved Employees took rest periods during
15 the middle of each work period. Accordingly, Defendants' policy and practice was to not
16 authorize and permit Plaintiff and the Class and the Aggrieved Employees to take rest periods in
17 compliance with California law.

18 19. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
19 Class and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
20 their duties for Defendants without reimbursement. For example, Plaintiff and the Class and the
21 Aggrieved Employees were required to use their own personal cellular telephones for work to
22 communicate with other employees regarding work, and to download work-related applications
23 on their phones to communicate, without reimbursement. Plaintiff and the Class and the
24 Aggrieved Employees were also required to use their own personal vehicles, without full
25 reimbursement for vehicle expenses and mileage.

26 20. Throughout the statutory period, Defendants willfully failed and refused to timely
27 pay Plaintiff and the Class and the Aggrieved Employees at the conclusion of their employment
28 all wages for all minimum wages, overtime wages, meal period premium wages, and rest period

1 premium wages. Further, Defendants did not pay Plaintiff and the Class and the Aggrieved
2 Employees their final paychecks immediately upon termination.

3 21. Throughout the statutory period, Defendants included Plaintiff and the Class's full
4 social security numbers on some of their wage statements, while other wage statements only had
5 the last four digits, in violation of Labor Code Section 226.

6 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
7 Class and the Aggrieved Employees with accurate, itemized wage statements showing all
8 applicable hourly rates, and all gross and net wages earned (including correct hours worked,
9 correct wages earned for hours worked, correct overtime hours worked, correct wages for meal
10 periods that were not provided in accordance with California law, correct wages for rest periods
11 that were not authorized and permitted to take in accordance with California law, and
12 Defendant's address). Further, the wage statements do not show Defendant's address as required
13 by California law. As a result of these violations of California Labor Code § 226(a), the Plaintiff
14 and the Class and the Aggrieved Employees suffered injury because, among other things:

- 15 (a) the violations led them to believe that they were not entitled to be paid
16 minimum wages, overtime wages, meal period premium wages, and rest
17 period premium wages to which they were entitled, even though they were
18 entitled;
- 19 (b) the violations led them to believe that they had been paid the minimum,
20 overtime, meal period premium, and rest period premium wages, even
21 though they had not been;
- 22 (c) the violations led them to believe they were not entitled to be paid
23 minimum, overtime, meal period premium, and rest period premium wages
24 at the correct California rate even though they were;
- 25 (d) the violations led them to believe they had been paid minimum, overtime,
26 meal period premium, and rest period premium wages at the correct
27 California rate even though they had not been;
- 28

- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and the Class and the Aggrieved Employees were entitled, and Plaintiff and the Class and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

24. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

25. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as a “Staff Geologist” or “Technician” in California during the Class Period at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

26. At all material times, Plaintiff was a member of the Class.

1 27. Plaintiff undertakes this concerted activity to improve the wages and working
2 conditions of all Class Members.

3 28. There is a well-defined community of interest in the litigation and the Class is
4 readily ascertainable:

5 (a) Numerosity: The members of the Class (and each subclass, if any) are so
6 numerous that joinder of all members would be unfeasible and impractical.
7 The membership of the entire Class is unknown to Plaintiff at this time,
8 however, the Class is estimated to be greater than 100 individuals and the
9 identity of such membership is readily ascertainable by inspection of
10 Defendants' records.

11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each Class Member with whom there is a shared, well-
13 defined community of interest, and Plaintiff's claims (or defenses, if any)
14 are typical of all Class Members' claims as demonstrated herein.

15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
16 the interests of each Class Member with whom there is a shared, well-
17 defined community of interest and typicality of claims, as demonstrated
18 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
19 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
20 the rules governing class action discovery, certification, and settlement.
21 Plaintiff has incurred, and throughout the duration of this action, will
22 continue to incur costs and attorneys' fees that have been, are, and will be
23 necessarily expended for the prosecution of this action for the substantial
24 benefit of each class member.

25 (d) Superiority: A Class Action is superior to other available methods for the
26 fair and efficient adjudication of the controversy, including consideration
27 of:

28 1) The interests of the members of the Class in individually

controlling the prosecution or defense of separate actions;

- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

29. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

30. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would,

as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

31. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 of this First Amended Complaint.

33. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

34. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

35. Accordingly, Plaintiff and the Class and the Aggrieved Employees are entitled to

1 recover minimum wages for all non-overtime hours worked for Defendants.

2 36. By and through the conduct described above, Plaintiff and the Class and the
3 Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of
4 their employment with Defendants.

5 37. By virtue of the Defendants' unlawful failure to pay additional compensation to
6 Plaintiff and the Class and the Aggrieved Employees for their non-overtime hours worked
7 without pay, Plaintiff and the Class and the Aggrieved Employees suffered, and will continue to
8 suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which
9 exceed the jurisdictional minimum of this Court, and which will be ascertained according to
10 proof at trial.

11 38. By failing to keep adequate time records required by California Labor Code §
12 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
13 compensation due Plaintiff and the Class.

14 39. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class and the
15 Aggrieved Employees are entitled to recover liquidated damages (double damages) for
16 Defendants' failure to pay minimum wages.

17 40. California Labor Code section 204 requires employers to provide employees with
18 all wages due and payable twice a month. Throughout the statute of limitations period applicable
19 to this cause of action, Plaintiff and the Class and the Aggrieved Employees were entitled to be
20 paid twice a month at rates required by law, including minimum wages. However, during all
21 such times, Defendants systematically failed and refused to pay Plaintiff and the Class and the
22 Aggrieved Employees all such wages due, and failed to pay those wages twice a month.

23 41. Plaintiff and the Class and the Aggrieved Employees are also entitled to seek
24 recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs
25 pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

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(Against all Defendants for Failure to Pay Overtime Wages)

overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

50. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class and the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 of this First Amended Complaint.

52. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class and the Aggrieved Employees of all duty in order to take their first daily meal periods no later than the start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class and the Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class and the Aggrieved Employees to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully

1 violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage
2 Orders.

3 54. Under California law, Plaintiff and the Class and the Aggrieved Employees are
4 entitled to be paid one hour of additional wages for each workday he or she was not provided
5 with all required meal period(s), plus interest thereon.

6 **FOURTH CAUSE OF ACTION**

7 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

8 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through 22 of this First Amended Complaint.

10 56. Defendants are required by California law to authorize and permit breaks of 10
11 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
12 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
13 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
14 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
15 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
16 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
17 the California Labor Code for an employer to require any employee to work during any rest
18 period mandated under any Wage Order.

19 57. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
20 Class and the Aggrieved Employees to take rest breaks, regardless of whether employees worked
21 more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and the Class
22 and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that
23 Defendants made it impossible or impracticable to take these uninterrupted rest periods),
24 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
25 the applicable Wage Orders.

26 58. Under California law, Plaintiff and the Class and the Aggrieved Employees are
27 entitled to be paid one hour of premium wages rate for each workday he or she was not provided
28 with all required rest break(s), plus interest thereon.

1 **FIFTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

3 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 22 of this First Amended Complaint.

5 60. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
6 failing to pay and indemnify the Plaintiff and the Class and the Aggrieved Employees for their
7 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
8 or of their obedience to directions of Defendants.

9 61. As a result, Plaintiff and the Class and the Aggrieved Employees were damaged at
10 least in the amounts of the expenses they paid, or which were deducted by Defendants from their
11 wages.

12 62. Plaintiff and the Class and the Aggrieved Employees they represent are entitled to
13 attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest
14 pursuant to Labor Code section 2802(b).

15 **SIXTH CAUSE OF ACTION**

16 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
17 **Penalties)**

18 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein
19 paragraphs 1 through 22 of this First Amended Complaint.

20 64. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
21 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
22 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
23 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
24 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
25 quit, in which case the employee is entitled to his or her wages at the time of quitting.

26 65. Within the applicable statute of limitations, the employment of Plaintiff and many
27 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
28 employment of others will be. However, during the relevant time period, Defendants failed, and

1 continue to fail to pay terminated Class Members, without abatement, all wages required to be
2 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
3 seventy-two (72) hours of their leaving Defendants' employ.

4 66. Defendants' failure to pay Plaintiff and those Class members who are no longer
5 employed by Defendants their wages earned and unpaid at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
7 Code §§ 201 and 202.

8 67. California Labor Code § 203 provides that if an employer willfully fails to pay
9 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
10 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
11 commenced; but the wages shall not continue for more than thirty (30) days.

12 68. Plaintiff and the Class and the Aggrieved Employees are entitled to recover from
13 Defendants their additionally accruing wages for each day they were not paid, at their regular
14 hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

15 69. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
16 Class and the Aggrieved Employees are also entitled to an award of reasonable attorneys' fees,
17 interest, expenses, and costs incurred in this action.

18 **SEVENTH CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 20 **Compliant Wage Records)**

21 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein
22 paragraphs 1 through 22 of this First Amended Complaint.

23 71. At all material times set forth herein, California Labor Code § 226(a) provides that
24 every employer shall furnish each of his or her employees an accurate itemized wage statement
25 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
26 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
27 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
28 on written orders of the employee may be aggregated and shown as one item, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and the last four digits of his or her social security number or an employee
3 identification number other than a social security number, (8) the name and address of the legal
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate by the employee.

6 72. Defendants have intentionally and willfully failed to provide employees with
7 complete and accurate wage statements. The deficiencies include, among other things, the
8 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
9 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

10 73. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
11 and the Class and the Aggrieved Employees have suffered injury and damage to their statutorily-
12 protected rights.

13 74. Specifically, Plaintiff and the members of the Class have been injured by
14 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
15 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
16 statements under California Labor Code § 226(a).

17 75. Calculation of the true wage entitlement for Plaintiff and the Class and the
18 Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden,
19 Plaintiff and the Class and the Aggrieved Employees were also injured as a result of having to
20 bring this action to attempt to obtain correct wage information following Defendants’ refusal to
21 comply with many of the mandates of California’s Labor Code and related laws and regulations.

22 76. Plaintiff and the Class and the Aggrieved Employees are entitled to recover from
23 Defendants their actual damages caused by Defendants’ failure to comply with California Labor
24 Code § 226(a).

25 77. Plaintiff and the Class and the Aggrieved Employees are also entitled to injunctive
26 relief, as well as an award of attorney’s fees and costs to ensure compliance with this section,
27 pursuant to California Labor Code § 226(h).
28

1 **EIGHTH CAUSE OF ACTION**

2 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
3 **et seq.)**

4 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 22 of this First Amended Complaint.

6 79. Defendants, and each of them, are “persons” as defined under California Business
7 & Professions Code § 17201.

8 80. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
10 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
11 Procedure § 1021.5.

12 81. Defendants’ activities, as alleged herein, are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business & Professions
14 Code §§ 17200, *et seq.*

15 82. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
16 predicated on the violation of any state or federal law. All of the acts described herein as
17 violations of, among other things, the California Labor Code, are unlawful and in violation of
18 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
19 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
20 California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Pay Minimum Wages**

22 83. Defendants’ failure to pay minimum wages, and other benefits in violation of the
23 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
24 Business & Professions Code §§ 17200, *et seq.*

25 **Failure to Pay Overtime Wages**

26 84. Defendants’ failure to pay overtime compensation and other benefits in violation of
27 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
28 prohibited by California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Maintain Accurate Records of All Hours Worked**

2 85. Defendants' failure to maintain accurate records of all hours worked in accordance
3 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
4 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Provide Meal Periods**

6 86. Defendants' failure to provide meal periods in accordance with California Labor
7 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
8 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

9 **Failure to Authorize and Permit Rest Periods**

10 87. Defendants' failure to authorize and permit rest periods in accordance with
11 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
12 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

13 **Failure to Indemnify Necessary Business Expenses**

14 88. Defendants' failure to indemnify employees for necessary business expenses in
15 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
16 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
17 17200, *et seq.*

18 **Failure to Provide Accurate Itemized Wage Statements**

19 89. Defendants' failure to provide accurate itemized wage statements in accordance
20 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
21 prohibited by California Business & Professions Code §§ 17200, *et seq.*

22 90. By and through their unfair, unlawful and/or fraudulent business practices
23 described herein, the Defendants, have obtained valuable property, money and services from
24 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
25 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

26 91. Plaintiff and the Class and the Aggrieved Employees Members suffered monetary
27 injury as a direct result of Defendants' wrongful conduct.

28 92. Plaintiff, individually, and on behalf of members of the putative Class, is entitled

1 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
2 Defendants have wrongfully acquired, or of which Plaintiff and the Class and the Aggrieved
3 Employees have been deprived, by means of the above-described unfair, unlawful and/or
4 fraudulent business practices. Plaintiff and the Class and the Aggrieved Employees are not
5 obligated to establish individual knowledge of the wrongful practices of Defendants in order to
6 recover restitution.

7 93. Plaintiff, individually, and on behalf of members of the putative class, are further
8 entitled to and do seek a declaration that the above described business practices are unfair,
9 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
10 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
11 practices in the future.

12 94. Plaintiff, individually, and on behalf of members of the putative class, have no
13 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
14 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
15 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
16 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
17 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
18 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

19 95. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
20 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
21 withholdings.

22 96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
23 putative Class Members are entitled to restitution of the wages withheld and retained by
24 Defendants during a period that commences four years prior to the filing of this complaint; a
25 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
26 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
27 1021.5 and other applicable laws; and an award of costs.

1 **NINTH CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2698 et seq.)**

4 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 22 in this First Amended Complaint.

6 98. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 99. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
13 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in Section
15 2699.3.”

16 100. Plaintiff has exhausted her administrative remedies pursuant to California Labor
17 Code § 2699.3. On May 8, 2022, Plaintiff gave written notice by online filing to the Labor and
18 Workforce Development Agency and by certified mail to Defendants of the specific provisions
19 of the Labor Code that Defendants have violated against Plaintiff and current and former
20 Aggrieved Employees, including the facts and theories to support the violations. At the time of
21 this filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce
22 Development Agency has not indicated that it intends to investigate Defendants’ Labor Code
23 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
24 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
25 described in this Complaint. These penalties include, but are not limited to, penalties under
26 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

27 101. In addition, Plaintiff seeks penalties for Defendants’ violation of California
28

1 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any
2 entity, employing labor who willfully fails to maintain accurate and complete records required by
3 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
4 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
5 begins and ends each work period. Meal periods, and total hours worked daily shall also be
6 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
7 keep total hours worked in the payroll period and applicable rates of pay.

8 102. During the time period of employment for Plaintiff and the Aggrieved Employees,
9 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
10 maintain accurate records showing meal periods, and accurate records showing when employees
11 begin and end each work period. Defendants' failure to provide and maintain records required by
12 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
13 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
14 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
15 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
16 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
17 Employees have suffered and continue to suffer, substantial losses related to the use and
18 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
19 to compel Defendants to fully perform its obligation under state law, all to their respective
20 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
21 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
22 Employees have also suffered an injury in that they were prevented from knowing,
23 understanding, and disputing the wage payments paid to them.

24 103. Based on the conduct described in this First Amended Complaint, Plaintiff is
25 entitled to an award of civil penalties on behalf of herself, the State of California, and similarly
26 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
27 an amount to be shown according to proof at trial. These penalties are in addition to all other
28 remedies permitted by law.

104. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;
5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For general unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802 and the IWC Wage Orders;

26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

1 27. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 29. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Sixth Cause of Action

6 30. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
8 termination of the employment;

9 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
10 employees who have left Defendants' employ;

11 32. For pre-judgment interest on any unpaid wages from the date such amounts were
12 due;

13 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

14 34. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Seventh Cause of Action

16 35. That the Court declare, adjudge and decree that Defendants violated the record
17 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
18 willfully failed to provide accurate itemized wage statements thereto;

19 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

20 37. For injunctive relief to ensure compliance with this section, pursuant to California
21 Labor Code § 226(h);

22 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 39. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Eighth Cause of Action

25 40. That the Court declare, adjudge and decree that Defendants violated California
26 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
27 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
28 accurate records of meal periods, failing to authorize and permit rest periods, and failing to

maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

44. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

47. For all actual, consequential and incidental losses and damages, according to

48. proof. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;

50. For such other and further relief as the Court may deem equitable and appropriate.

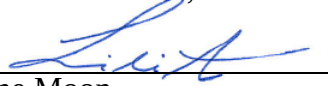
As to all Causes of Action

51. For any additional relief that the Court deems just and proper.

1
2 Dated: November 9, 2022

Respectfully submitted,

MOON & YANG, APC

3
4 By: 

Kane Moon
Lilit Ter-Astvatsatryan
Jessica M. Abreu

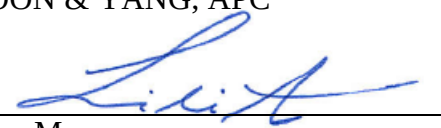
5
6 Attorneys for Plaintiff

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to all causes of action triable by jury.

10 Dated: November 9, 2022

MOON & YANG, APC

11
12 By: 

Kane Moon
Lilit Ter-Astvatsatryan
Jessica M. Abreu

13
14 Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
4 a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **FIRST AMENDED CLASS**
6 **ACTION AND PRIVATE ATTORNEYS GENERAL ACT COMPLAINT** on the interested parties in
7 this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or]
8 ☐ as stated on the attached service list:

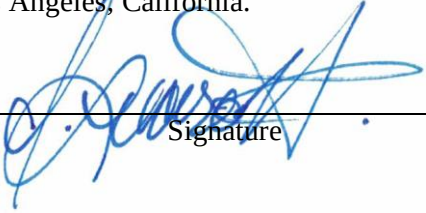
9 Bret Martin
10 **FISHER & PHILLIPS LLP**
11 2050 Main Street, Suite 1000
12 Irvine, California 92614
13 Telephone: (949) 851-2424
14 Facsimile: (949) 851-0152
15 bmartin@fisherphillips.com

16 Attorneys for Defendant NATIONAL ENGINEERING AND CONSULTING GROUP, INC.

17 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement
18 of the parties to accept electronic service, I caused the documents to be sent
19 to the persons at the electronic service addresses listed above via third-
20 party cloud service **CASEANYWHERE**.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct. Executed this **November 14, 2022** at Los Angeles, California.

23 Ivette Hernandez
24 Type or Print Name

25 
26 Signature