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Attorneys for Defendant Lucid USA, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

BOBBY BIRDI, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

LUCID USA, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21CV003541

*Assigned for all purposes to the Honorable
Patrick McKinney, Dept. 15*

**JOINT STIPULATION TO AMEND
COMPLAINT; ~~PROPOSED~~ ORDER**

Complaint Filed: December 3, 2021
Trial Date: Not Set

FILED
Superior Court of California
County of Alameda

02/01/2022

Clad Fike, Executive Officer / Clerk of the Court

By: *A. Tumorong* Deputy

A. Tumorong

1 **TO THE HONORABLE COURT:**

2 Plaintiff Bobby Birdi (“Plaintiff”) and Defendant Lucid USA, Inc. (“Defendant”) (collectively,
3 “the Parties”), by and through their respective attorneys of record herein, hereby stipulate and agree as
4 follows:

5 **WHEREAS**, Plaintiff filed his Complaint on December 3, 2021.

6 **WHEREAS**, on December 3, 2021, Plaintiff provided notice to the California Labor & Workforce
7 Development Agency (“LWDA”) and Defendant, pursuant to the Private Attorney General Act of 2004,
8 Cal. Labor Code §§ 2698, *et seq.* (“PAGA”), regarding alleged violations of the California Labor Code
9 and California Industrial Welfare Commission Wage Orders and Plaintiff’s intent to bring a representative
10 action seeking civil penalties.

11 **WHEREAS**, Plaintiff seeks to amend the Complaint to add a representative cause of action for
12 recovery of civil penalties pursuant to PAGA.

13 **WHEREAS**, Labor Code section 2699.3 provides that Plaintiff as a matter of right may amend
14 an existing complaint to add a cause of action arising under PAGA at any time within 60 days of
15 exhausting PAGA’s notice requirements.

16 **WHEREAS**, the Parties have met and conferred and agreed that Plaintiff may file a First
17 Amended Complaint (“FAC”) adding an additional cause of action pursuant to PAGA.

18 **NOW, THEREFORE, IT IS STIPULATED AS FOLLOWS:**

19 1. Plaintiff may file the FAC attached hereto as **Exhibit A**. The Proposed FAC makes the
20 following changes to the original Complaint:

- 21 a. Adding an additional representative cause of action seeking civil penalties
22 pursuant to the Labor Code Private Attorney General Act of 2004, Cal. Labor
23 Code §§ 2698, *et seq.* (“PAGA”).

24 2. The FAC shall be deemed filed and served on Defendant as of the date of the Court’s order
25 permitting its filing.

26 3. Defendant shall have thirty (30) days from the date the Court enters an order permitting
27 the filing of the FAC to file its responsive pleading.

28 4. The filing of the FAC is without prejudice to and does not waive Defendant’s defenses to
the FAC.

IT IS SO STIPULATED.

1 This stipulation may be executed separately by counsel, each of which shall be deemed an original
2 and all of which together shall be deemed one and the same instrument. A facsimile or scanned signature
3 shall have the same force and effect as an original.
4

5 Dated: January 31, 2022

BLACKSTONE LAW, APC

6
7 By: 
8 S. Emi Minne
9 Attorneys for Plaintiff Bobby Birdi

10 Dated: January 31, 2022

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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12
13 By: /s/ Harrison Thorne (as authorized via email on 1/28/2022)
14 Harrison Thorne
15 Attorneys for Defendant Lucid USA, Inc.
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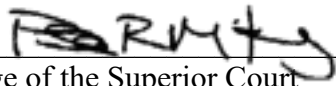
~~PROPOSED~~ ORDER

The Court, having reviewed the Parties' Joint Stipulation to Amend Complaint, and good cause appearing therefor, HEREBY ORDERS AS FOLLOWS:

1. Plaintiff Bobby Birdi is granted leave to file the First Amended Complaint ("FAC") attached as "Exhibit A" to the Parties' Joint Stipulation to Amend Complaint.
2. The FAC shall be deemed filed as of the date of entry of this Order.
3. The FAC shall be deemed served on Defendant Lucid USA, Inc. as of the date of entry of this Order.
4. Defendant Lucid USA, Inc. shall have thirty (30) days from the entry of this order to file a responsive pleading.
5. The filing of the FAC is without prejudice to and does not waive Defendant Lucid USA, Inc.'s defenses thereto.

IT IS SO ORDERED.

Dated: 02/01/2022



Judge of the Superior Court

Patrick McKinney / Judge

Exhibit 1

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Attorneys for Plaintiff Bobby Birdi

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

BOBBY BIRDI, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

LUCID USA, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 21CV003541

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

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Business & Professions Code § 17200, et seq.
- (8) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff BOBBY BIRD (‘‘Plaintiff’’), individually and on behalf of other members of the
2 general public similarly situated, and as a private attorney general, based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants LUCID USA, INC. and DOES 1
7 THROUGH 50 (hereinafter also collectively referred to as ‘‘Defendants’’) for California Labor Code
8 violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay
9 overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to pay minimum wage, failure to timely pay wages upon termination of employment, failure
11 to provide accurate wage statements, and failure to maintain accurate time and payroll records.

12 2. Plaintiff’s First through Seventh Causes of Action are brought as a class action on
13 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
14 collectively referred to as the ‘‘Class’’ or ‘‘Class Members,’’ as defined more fully in paragraph 13,
15 below) pursuant to California Code of Civil Procedure section 382. The monetary damages and
16 restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will
17 be established according to proof at trial.

18 3. Plaintiff’s Eighth Cause of Action is brought as a representative action on behalf of
19 himself and certain other current and former employees of Defendants against whom one or more of
20 the alleged violations was committed (hereinafter collectively referred to as the ‘‘Aggrieved
21 Employees’’) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
22 employee against whom one or more of the alleged violations occurred. The civil penalties sought by
23 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according
24 to proof at trial.

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

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Alameda.

PARTIES

7. Plaintiff BOBBY BIRDI is an individual residing in the State of California.

8. Defendant LUCID USA, INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware, and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. LUCID USA, INC. and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Alameda, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and

1 the Aggrieved Employees so as to make each of said Defendants employers and employers jointly
2 liable under the statutory provisions set forth herein.

3 **CLASS ACTION ALLEGATIONS**

4 12. Plaintiff brings the First through Seventh Causes of Action as a class action on his own
5 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks
6 class certification under Code of Civil Procedure section 382.

7 13. The proposed class is defined as follows: All current and former non-exempt
8 employees of any of the Defendants within the State of California at any time commencing four (4)
9 years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class
10 action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

11 14. Plaintiff reserves the right to establish other subclasses as appropriate.

12 15. The Class is ascertainable and there is a well-defined community of interest in the
13 litigation:

14 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
15 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
16 time; however, the Class is estimated to be over fifty (50) individuals and the identity
17 of such membership is readily ascertainable by inspection of Defendants' employment
18 records.

19 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
20 herein. Plaintiff will fairly and adequately protect the interests of the other Class
21 Members with whom he has a well-defined community of interest.

22 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
23 Member, with whom he has a well-defined community of interest and typicality of
24 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
25 Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the
26 rules governing class action discovery, certification, and settlement. Plaintiff has
27 incurred, and during the pendency of this action will continue to incur, costs and
28 attorneys' fees, that have been, are, and will be necessarily expended for the

1 prosecution of this action for the substantial benefit of each Class Member.

2 d. Superiority: A class action is superior to other available methods for the fair and
3 efficient adjudication of this litigation because individual joinder of all Class Members
4 is impractical.

5 e. Public Policy Considerations: Certification of this lawsuit as a class action will
6 advance public policy objectives. Employers of this great state violate employment
7 and labor laws every day. Current employees are often afraid to assert their rights out
8 of fear of direct or indirect retaliation. However, class actions provide the Class
9 Members who are not named in the complaint anonymity that allows for the
10 vindication of their rights.

11 16. There are common questions of law and fact as to the Class that predominate over
12 questions affecting only individual members. The following common questions of law or fact, among
13 others, exist as to the members of the Class:

14 a. Whether Defendants' failure to pay all wages earned and owed, without abatement, or
15 reduction, in accordance with the California Labor Code was willful;

16 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
17 the other Class Members for all hours worked, and missed, short, late or interrupted
18 meal periods and rest breaks in violation of California law;

19 c. Whether Defendants required Plaintiff and the other Class Members to work more than
20 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay
21 the legally required overtime compensation to Plaintiff and the other Class Members;

22 d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or
23 rest periods or required Plaintiff and the other Class Members to work during meal
24 and/or rest periods without compensation;

25 e. Whether Defendants failed to pay meal period premium wages to Class Members
26 when they were not provided with a legally compliant meal period;

27 f. Whether Defendants failed to pay rest period premium wages to Class Members when
28 they were not authorized and permitted to take legally compliant rest periods;

- 1 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
2 Members for all hours worked;
- 3 h. Whether Defendants failed to pay Plaintiff and the other Class Members the required
4 minimum wage pursuant to California law;
- 5 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
6 overtime compensation pursuant to California law;
- 7 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
8 Members within the time required upon their discharge or resignation from
9 employment;
- 10 k. Whether Defendants complied with wage reporting as required by the California Labor
11 Code, including section 226;
- 12 l. Whether Defendants' conduct was with malice, fraud or oppression;
- 13 m. Whether Defendants' conduct was willful or reckless;
- 14 n. Whether Defendants engaged in unfair business practices in violation of California
15 Business & Professions Code section 17200, *et seq.* based on their improper
16 withholding of compensation and deduction of wages;
- 17 o. The appropriate amount of damages, restitution, and/or monetary penalties resulting
18 from Defendants' violation of California law; and
- 19 p. Whether Plaintiff and the other Class Members are entitled to compensatory damages
20 pursuant to the California Labor Code.

21 **GENERAL ALLEGATIONS**

22 17. Defendants are a manufacturer of electric vehicles headquartered in Newark,
23 California.

24 18. Defendants employed Plaintiff to work as a security guard from approximately January
25 2021 to August 2021.

26 19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
27 Aggrieved Employees as hourly-paid or non-exempt employees.

28 20. Throughout the time period involved in this case, Defendants had the authority to hire

1 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work
2 rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class,
3 and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and
4 the Aggrieved Employees.

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

7 22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a
8 pattern and practice of wage abuse against their hourly-paid or non-exempt employees. As set forth in
9 more detail below, this pattern and practice of wage abuse involved, *inter alia*, at times requiring
10 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby
11 failing to pay them for all hours worked, including minimum and overtime wages. Defendants also
12 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiff,
13 the Class, and the Aggrieved Employees, including minimum and overtime wages. Defendants also
14 implemented policies that at times prohibited Plaintiff, the Class, and the Aggrieved Employees from
15 accurately recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the
16 Aggrieved Employees all wages owed. In addition, Defendants at times failed to permit Plaintiff, the
17 Class, and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in
18 violation of California law. Defendants also failed to timely pay all wages owed upon termination of
19 employment, and failed to provide accurate itemized wage statements.

20 23. Throughout the time period involved in this case, Defendants have implemented
21 policies and practices which at times failed to provide Plaintiff, the Class, and the Aggrieved
22 Employees with timely and duty-free meal periods. Defendants at times failed to relieve Plaintiff, the
23 Class, and the Aggrieved Employees of all duties during their meal periods, failed to relinquish control
24 over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, failed to permit
25 Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods,
26 and impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty (30)
27 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking
28 a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts

1 lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods
2 taken by Plaintiff, the Class, and the Aggrieved Employees.

3 24. Throughout the time period involved in this case, Defendants did not adequately inform
4 Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California
5 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
6 timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants'
7 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way
8 that regularly prohibited them from taking timely and duty-free meal periods, and to require Plaintiff,
9 the Class, and the Aggrieved Employees to work through their meal periods, for which they were not
10 compensated.

11 25. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
12 the Class, and the Aggrieved Employees all premium wages owed for meal periods that were missed,
13 late, interrupted, or shortened in violation of California law. Defendants knew or should have known
14 that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or
15 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
16 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants at times failed to provide
17 legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely
18 failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their
19 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

20 26. Throughout the time period involved in this case, Defendants have implemented
21 policies and practices which at times prohibited Plaintiff, the Class, and the Aggrieved Employees
22 from taking timely and duty-free rest periods. Defendants at times failed to provide, authorize, and
23 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
24 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted,
25 off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith
26 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

27 27. Throughout the time period involved in this case, Defendants did not adequately inform
28 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California

1 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
2 timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants'
3 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way
4 that regularly prohibited them from taking timely and duty free rest periods, and to regularly require
5 Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

6 28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
7 the Class, and the Aggrieved Employees all premium wages owed for rest periods that were missed,
8 late, interrupted, or shortened in violation of California law. Defendants knew or should have known
9 that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or
10 payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short,
11 late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and
12 permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to
13 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular
14 rate of pay when a rest period was missed, short, late and/or interrupted.

15 29. Throughout the time period involved in this case, Defendants at times required Plaintiff,
16 the Class, and the Aggrieved Employees to perform work off the clock. Although Defendants
17 prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and the Aggrieved
18 Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and the Aggrieved
19 Employees were at times required to perform work off the clock for which they were not compensated.

20 30. Throughout the time period involved in this case, Defendants employed a time rounding
21 policy that was not neutral and designed to round time in Defendants' favor, ensuring that Plaintiff, the
22 Class, and the Aggrieved Employees were at times not paid for all time worked.

23 31. Throughout the time period involved in this case, Defendants implemented policies that
24 prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time
25 worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.

26 32. Throughout the time period involved in this case, Plaintiff, the Class, and the
27 Aggrieved Employees sometimes worked more than eight (8) hours in a day, and/or forty (40) hours
28 in a week.

1 33. Throughout the time period involved in this case, Defendants at times failed to pay all
2 overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked
3 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
4 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
5 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
6 entitled to receive certain wages for overtime compensation and that they were not receiving all wages
7 owed for overtime compensation.

8 34. Throughout the time period involved in this case, Defendants at times failed to pay
9 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on
10 regular rates of pay correctly calculated to include all applicable remuneration.

11 35. Throughout the time period involved in this case, Defendants regularly failed to pay
12 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
13 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
14 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
15 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
16 *alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage
17 pursuant to California law, at times requiring Plaintiff, the Class, and the Aggrieved Employees to
18 perform work off the clock and implementing time rounding policies that at times resulted in the
19 underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees.

20 36. Throughout the time period involved in this case, Defendants regularly failed to pay
21 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
22 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
23 Employees were entitled to receive all wages owed to them upon termination within the time
24 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
25 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
26 including overtime compensation, minimum wages, and meal and rest period premiums, within any
27 time permissible under California Labor Code section 202.

28 37. Throughout the time period involved in this case, Defendants regularly failed to pay

1 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
2 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
3 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
4 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
5 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
6 period premiums.

7 38. Throughout the time period involved in this case, Defendants regularly failed to
8 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees.
9 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
10 entitled to receive complete and accurate wage statements in accordance with California law, but, in
11 fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies
12 included, *inter alia*, the failure to include the total number of hours worked and the actual gross wages
13 earned.

14 39. Throughout the time period involved in this case, Defendants regularly failed to keep
15 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
16 Defendants knew or should have known that Defendants were required to keep complete and accurate
17 payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California
18 law, but, in fact, did not keep complete and accurate payroll records.

19 40. Throughout the time period involved in this case, Defendants regularly failed to
20 maintain accurate records relating to Plaintiff's, the Class', and the Aggrieved Employees' work
21 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

22 41. Throughout the time period involved in this case, Defendants knew or should have
23 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant
24 to California law. Defendants had the financial ability to pay such compensation, but willfully,
25 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the
26 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
27 profits.

28 42. California Labor Code section 218 states that nothing in Article 1 of the Labor Code

1 shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or
2 her] under this article.”

3 **FIRST CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 510 and 1198)**

5 **(Against All Defendants)**

6 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
7 allegation set forth above.

8 44. California Labor Code section 1198 and the applicable Industrial Welfare Commission
9 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
10 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
11 number of hours worked by the person on a daily or weekly basis.

12 45. Specifically, the applicable IWC Wage Order provides that Defendants are and were
13 required to pay Plaintiff and the other Class Members employed by Defendants, and working more
14 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-
15 half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
16 workweek.

17 46. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate
19 of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess
20 of eight (8) hours on the seventh day of work in a workweek.

21 47. California Labor Code section 510 codifies the right to overtime compensation at one-
22 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
23 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
24 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
25 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

26 48. During the relevant time period, Plaintiff and the other Class Members regularly
27 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

28 49. During the relevant time period, Defendants intentionally and willfully failed to pay all

overtime wages owed to Plaintiff and the other Class Members.

50. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

51. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

53. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

54. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

55. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

56. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

57. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

58. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

59. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

60. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

61. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

62. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

64. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

67. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

69. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

71. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

73. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

74. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

75. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

76. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

78. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

79. During the relevant time period, the employment of Plaintiff and many other Class

Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their leaving Defendants' employ.

80. Defendants' failure to pay Plaintiff and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

82. Plaintiff and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

84. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
2 The deductions made from payments of wages shall be recorded in ink or other indelible form,
3 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
4 deductions shall be kept on file by the employer for at least three years at the place of employment or
5 at a central location within the State of California.

6 85. Defendants have intentionally and willfully failed to provide Plaintiff and the Class
7 with complete and accurate wage statements. The deficiencies include, but are not limited to the failure
8 list the total number of hours worked and the actual gross wages earned.

9 86. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff
10 and the Class have suffered injury and damage to their statutorily-protected rights.

11 87. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
12 and willful violation of California Labor Code section 226(a) because they were denied both their
13 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
14 pursuant to California Labor Code section 226(a).

15 88. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
16 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an
17 aggregate penalty not exceeding four thousand dollars per employee.

18 89. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
19 this section, pursuant to California Labor Code section 226(g).

20 **SEVENTH CAUSE OF ACTION**

21 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

22 **(Against All Defendants)**

23 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
24 allegation set forth above.

25 91. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
26 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors.
27 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
28 meaning of Code of Civil Procedure section 1021.5.

92. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

93. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

94. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, and 1174(d).

95. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

96. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

97. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 99. Plaintiff brings his eighth cause of action as a representative action on behalf of himself
2 and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
3 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

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

11 101. Plaintiff was employed by Defendants and the Labor Code violations alleged above
12 were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved
13 employee” under PAGA.

14 102. As set forth in detail above, during all times relevant to this Action, Defendants have
15 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
16 by:

- 17 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
18 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 19 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
20 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 21 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
22 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
23 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
24 and 512.
- 25 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
26 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
27 additional hour of premium pay for rest period violations in violation of Labor Code
28 §§ 226.7 and 512.

- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

103. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 sections 11010 and 11040, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

104. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On December 3, 2021, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff's December 3, 2021 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other

1 Aggrieved Employees pursuant to Labor Code § 2699.3.

2 105. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed
4 by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to
5 Labor Code § 2699(g)(1), and any other applicable statute.

6 106. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
7 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor
8 Code §2699.3.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
11 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
12 jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representative of the Class;
16 3. That counsel for Plaintiff be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel immediately the names and most current/last
18 known contact information (address, e-mail and telephone numbers) of all class members.

19 **As to the First Cause of Action**

- 20 5. That the Court declare, adjudge and decree that Defendants violated California Labor
21 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
22 wages due to Plaintiff and other Class Members;

- 23 6. For general unpaid wages at overtime wage rates and such general and special damages
24 as may be appropriate;

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

- 27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
28 Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

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

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

1 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
2 Plaintiff and the Class in the amount as may be established according to proof at trial;

3 26. For pre-judgment interest on any unpaid compensation from the date such amounts
4 were due;

5 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
6 Labor Code section 1194(a);

7 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 29. For such other and further relief as the Court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 30. That the Court declare, adjudge and decree that Defendants violated California Labor
11 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
12 termination of the employment of Plaintiff and other Class Members no longer employed by
13 Defendants;

14 31. For all actual, consequential, and incidental losses and damages, according to proof;

15 32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
16 and other Class Members who have left Defendants' employ;

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

19 34. For such other and further relief as the Court may deem just and proper.

20 **As to the Sixth Cause of Action**

21 35. That the Court declare, adjudge and decree that Defendants violated the record keeping
22 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
23 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

24 36. For actual, consequential and incidental losses and damages, according to proof;

25 37. For statutory penalties pursuant to California Labor Code section 226(e); and

26 38. For such other and further relief as the Court may deem just and proper.

27 **As to the Seventh Cause of Action**

28 39. That the Court declare, adjudge and decree that Defendants violated California

1 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all
2 overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the
3 Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and
4 other Class Members' wages timely as required by California Labor Code section 201, 202 and 204
5 and by violating California Labor Code sections 226(a), and 1174(d).

6 40. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
7 from the day such amounts were due and payable;

8 41. For the appointment of a receiver to receive, manage and distribute any and all funds
9 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
10 result of violation of California Business and Professions Code sections 17200, *et seq.*;

11 42. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
12 Code of Civil Procedure section 1021.5;

13 43. For injunctive relief to ensure compliance with this section, pursuant to California
14 Business and Professions Code sections 17200, *et seq.*; and

15 44. For such other and further relief as the Court may deem just and proper.

16 **As to the Eighth Cause of Action**

17 45. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

18 46. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
19 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
20 other applicable statutes; and

21 47. For such other relief as the Court deems just and proper.

22
23 Dated: January 31, 2022

BLACKSTONE LAW, APC

24
25 By: _____



26 S. Emi Minne
27 Attorneys for Plaintiff Bobby Birdi
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DEMAND FOR TRIAL BY JURY

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

Dated: January 31, 2022

BLACKSTONE LAW, APC

By:



S. Emi Minne

Attorneys for Plaintiff Bobby Birdi