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Attorneys for Plaintiff and the Class (Additional Counsel on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

TRAVIS THOMPSON, on behalf himself and) Case No. CVRI2200129
on of all others similarly situated,)

Plaintiff,

vs.

SELECTQUOTE INSURANCE SERVICES,)
a California Corporation; and DOES 1)
through 100, inclusive,)

Defendants.)

) [Assigned for all purposes to Hon. Angel M.
) Bermudez in Department S302]

) **FIRST AMENDED CLASS ACTION
) COMPLAINT FOR DAMAGES FOR:**

) **1. VIOLATION OF LABOR CODE §§ 510,
) 558, 1194, 1194.2, 1197 AND 1197.1;**

) **2. VIOLATION OF LABOR CODE §§
) 226.7 AND 512;**

) **3. VIOLATION OF LABOR CODE § 226;**

) **4. VIOLATION OF BUS. & PROF. CODE
) § 17200, ET SEQ.; AND**

) **5. VIOLATION OF LABOR CODE § 2698,
) ET SEQ.**

) **DEMAND OVER \$25,000**

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ADDITIONAL COUNSEL

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Attorneys for Plaintiff and the Class

1 Plaintiff TRAVIS THOMPSON (“Plaintiff”) hereby submits his First Amended Class
2 Action Complaint against Defendant SELECTQUOTE INSURANCE SERVICES, a
3 Corporation, and DOES 1-100 (hereinafter collectively referred to as “Defendants”) on behalf of
4 himself and the class of all other similarly situated current and former employees of Defendants
5 for waiting time penalties, under California Labor Code as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor Code §§
8 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 2698, *et seq.*, the Industrial
9 Welfare Commission’s (the “IWC”) Wage Orders and California Unfair Competition Law (the
10 “UCL”), codified at California Business and Professions Code § 17200, *et seq.*

11 2. This complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendants.

13 3. Plaintiff is informed and believes and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees, including without limitation, in issuing wage statements
16 missing the requisite information, to Plaintiff and Class Members.

17 4. Plaintiff is informed and believes and based thereon alleges, that Defendants have
18 engaged in, among other things a system of willful violations of the California Labor Code by
19 creating and maintaining policies, practices and customs that knowingly deny employees the
20 above stated rights and benefits.

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over the violations of the California Labor Code §§
23 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 2698, *et seq.*

24 6. Venue is proper in Riverside County because Defendants do business in this
25 County and Plaintiff worked for Defendants in this County.

26 **PARTIES**

27 7. In or around August 2021, Plaintiff was hired to work for Defendants as a non-
28 exempt Sales Representative. Plaintiff was paid on an hourly basis, plus additional non-

1 discretionary incentive remuneration. On or about December 13, 2021, Plaintiff's employment
2 with Defendants ended. Plaintiff was a victim of the policies, practices, and customs of
3 Defendants complained of in this action in ways that have deprived Plaintiff of the rights
4 guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2,
5 1197, 1197.1, and 2698, *et seq.*, the IWC's Wage Orders and UCL.

6 8. Plaintiff is informed and believes and based thereon alleges, that Defendant is a
7 California corporation and is registered to do business throughout the State of California and has
8 numerous offices throughout the State of California.

9 9. Plaintiff is informed and believes and based thereon alleges, that at all times
10 herein mentioned Defendant and DOES 1 through 100, are and were corporations, business
11 entities, individuals, and partnerships, licensed to do business and actually doing business in the
12 State of California.

13 10. As such, and based upon all the facts and circumstances incident to
14 Defendants' business, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7,
15 510, 512, 1194, 1194.2, 1197, 1197.1, and 2698, *et seq.*, and the IWC Wage Orders and UCL.

16 11. Plaintiff does not know the true names or capacities, whether individual, partner
17 or corporate, of the Defendant sued herein as DOES 1 through 100, inclusive, and for that
18 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to
19 amend this complaint when the true names and capacities are known. Plaintiff is informed and
20 believes and based thereon alleges that each of said fictitious Defendants was responsible in
21 some way for the matters alleged herein and proximately caused Plaintiff and members of the
22 general public and class to be subject to the illegal employment practices, wrongs and injuries
23 complained of herein.

24 12. At all times herein mentioned, each of said Defendants participated in the doing
25 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants and employees of each of the other
27 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
28 acting within the course and scope of said agency and employment.

13. Plaintiff is informed and believes and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

14. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382. Plaintiff proposes the following Class Definitions (collectively the “Class”):

a. All current and former non-exempt sales employees of Defendant in the State of California who worked at any time between January 11, 2018, through the present (the “Wage Class”); and

17. Plaintiff also proposes the following subclasses:

a. All current and former non-exempt sales employees of Defendant in the State of California who earned non-discretionary remuneration, including without limitation, incentives, covering any periods in which overtime

wages were paid at any time between January 11, 2018, through the present (the “Regular Rate Sub-class”);

b. All current and former non-exempt sales employees of Defendant in the State of California who worked more than 5 hours in any work shift at any time between January 11, 2018, through the present (the “Meal Break Sub-class”); and

c. All current and former non-exempt sales employees of Defendant in the State of California who were paid Commissions OT wages at any time between January 11, 2021, through the present (the “Commission OT Wage Statement Sub-class”).

18. **Numerosity:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendants’ policy and practice of: (1) failing to pay wages, including regular, minimum and/or overtime wages for all hours worked for employees that were required to take training courses and/or take work-related exams off-the-clock without payment of any wages; (2) failing to pay proper overtime wages at the correct regular rate of pay; (3) failing to provide a 30-minute off-duty meal period for shifts longer than 5 hours within the first 5 hours of work, and a second 30-minute meal period for shifts longer than 10 hours in violation of Labor Code §§ 201-204, 226.7 and 512; (4) failing to pay all wages owed to separated employees in violation of

1 Labor Code §§ 201-204; (5) failing to pay overtime wages based on the regular rate of pay by
2 not including all non-discretionary remuneration into the regular rate for purposes of paying
3 overtime; and (6) failing to provide accurate itemized wage statements, including without
4 limitation, specifying the applicable rate of pay and corresponding hours of work for all
5 Commissions OT Wages.

6 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
7 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
8 manner as the Class members. Specifically, Plaintiff was not paid all regular, minimum and/or
9 overtime wages for all hours worked for and was required to take training courses and take work-
10 related exams off-the-clock without the payment of applicable minimum and overtime wages.
11 Further, Plaintiff was not paid proper overtime wages in pay periods in which he earned non-
12 discretionary remuneration, including without limitation, incentives. As these incentive items
13 are non-discretionary forms of remuneration, they should have been included in the regular rate
14 of pay for purposes of paying Plaintiff's overtime wages. However, whenever Defendant paid
15 Plaintiff and other employees their overtime wages during periods in which they earned such
16 non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of
17 pay, but were paid at 1.5 times their base rate of pay. Further, Defendant failed to provide
18 Plaintiff and Class Members with 30-minute off-duty meal periods due for shifts longer than 5
19 hours and a second 30-minute off-duty meal period for shifts longer than 10 hours. For example,
20 Plaintiff had to work through his meal periods, including without limitation, to respond customer
21 calls or take training courses. In addition, Plaintiff was not paid all wages owed when he
22 separated from his employment, including without limitation, the unpaid minimum and overtime
23 wages, and meal period premium wages. Plaintiff was also not provided accurate itemized wage
24 statements as a result of the unpaid minimum and overtime wages and meal period premiums,
25 such that the wage statements did not reflect the accurate hours worked, hourly rates, and gross
26 and net wages. Additionally, Defendant's wage statements failed to list the applicable rate of
27 pay and corresponding hours of work for all Commissions OT Wages. Defendant listed a lump
28 sum even though the Commission OT Wages are a form of hourly wages. Further, to the extent

1 that Defendant contends that the Commission OT Wages were earned in prior pay periods, then
2 when paid on the wage statements, did not list the correct inclusive pay periods in which it was
3 earned by Plaintiff and Class Members, in violation of Labor Code § 226(a)(6). Thus, Plaintiff is
4 a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-
5 204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 2698, *et seq.*, and the IWC's
6 Wage Orders.

7 22. The California Labor Code and upon which Plaintiff bases these claims are
8 broadly remedial in nature. These laws and labor standards serve an important public interest in
9 establishing minimum working conditions and standards in California. These laws and labor
10 standards protect the average working employee from exploitation by employers who may seek
11 to take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment.

13 23. The nature of this action and the format of laws available to Plaintiff and
14 members of the Classes identified herein make the class action format a particularly efficient and
15 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
16 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
17 advantage since it would be able to exploit and overwhelm the limited resources of each
18 individual Plaintiff with their vastly superior financial and legal resources. Requiring each Class
19 member to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current
21 employer for real and justifiable fear of retaliation and permanent damage to their careers at
22 subsequent employment.

23 24. The prosecution of separate actions by the individual class members, even if
24 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
25 to individual Class members against the Defendants and which would establish potentially
26 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
27 individual Class members which would, as a practical matter, be dispositive of the interest of the
28 other Class members not parties to the adjudications or which would substantially impair or

1 impede the ability of the Class members to protect their interests. Further, the claims of the
2 individual members of the Class are not sufficiently large to warrant vigorous individual
3 prosecution considering all of the concomitant costs and expenses.

4 25. Such a pattern, practice and uniform administration of corporate policy regarding
5 illegal employee compensation described herein is unlawful and creates an entitlement to
6 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
7 reasonable attorney's fees, and costs of suit according to the mandate of California Labor Code
8 §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5.

9 26. Proof of a common business practice or factual pattern, which the named Plaintiff
10 experienced and are representative of, will establish the right of each of the members of the Class
11 to recovery on the causes of action alleged herein.

12 27. The Class is commonly entitled to a specific fund with respect to the
13 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
14 restitution of those funds being improperly withheld by Defendants. This action is brought for
15 the benefit of the entire class and will result in the creation of a common fund.

16 **FIRST CAUSE OF ACTION**

17 **FOR VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1194.2, 1197 AND 1197.1**
18 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS**
19 **AND REGULAR RATE SUB-CLASS)**

20 28. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
21 though fully set for herein.

22 29. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194,
23 1194.2, 1197 and 1197.1, which require an employer to pay employees minimum, regular and/or
24 overtime wages for all hours worked.

25 30. As a pattern and practice, Defendants suffered and permitted employees to work
26 without payment of minimum, regular and overtime for all hours worked in a workday and
27 workweek. Specifically, Plaintiff and the Class were required to take training courses and/or
28 take work-related exams off-the-clock without payment of any wages. Defendants had a uniform

1 corporate pattern and practice and procedure regarding the above practices in violation of Labor
2 Code §§ 510, 558, 1194, 1194.2, 1197 and 1197.1.

3 31. Further, as a pattern and practice, Plaintiff and the Regular Rate Sub-Class earned
4 non-discretionary remuneration, including, but not limited to incentives. As these incentive
5 items are non-discretionary forms of remuneration, they should have been included in the regular
6 rate of pay for purposes of paying Plaintiff and the Regular Rate Sub-Class overtime wages
7 during periods in which Plaintiff and Class Members earned these additional items of non-
8 discretionary pay that covered periods in which they also were paid overtime wages. However,
9 whenever Defendant paid Plaintiff and the Regular Rate Sub-Class their overtime wages during
10 periods in which they earned such non-discretionary remuneration, the overtime wages were not
11 paid at 1.5 time the regular rate of pay but rather were paid at 1.5 times their base rate of pay.

12 32. Such a pattern, practice and uniform administration of corporate policy regarding
13 illegal employee compensation as described herein is unlawful and creates an entitlement to
14 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
15 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
16 to the mandate of California Labor Code §§ 510, 1194, 1194.2, 1197 and 1197.1.

17 33. Plaintiff is informed and believes and based thereon alleges that Defendant
18 willfully failed to pay Plaintiff and Class Members their minimum, regular and overtime wages
19 owed. Plaintiff asserts that these minimum, regular and overtime wage requirements are well-
20 known and long-established. Moreover, Plaintiff is informed and believes and based thereon
21 alleges that Defendant is represented by experienced employment counsel, such that Defendant
22 knew or should have known that such wages were and are owed. Thus, Plaintiff and Class
23 Members whose employment ended are also entitled waiting-time penalties pursuant to Labor
24 Code §§ 201-203.

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**VIOLATION OF LABOR CODE §§ 226.7 AND 512
(AGAINST ALL DEFENDANTS BY ALL PLAINTIFF, THE CLASS AND THE MEAL
BREAK SUB-CLASS)**

35. Defendant failed in its affirmative obligation to ensure that Plaintiff and Meal Break Sub-Class members had the opportunities to take and were provided with 30-minute duty-free meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff and Meal Break Sub-Class members were suffered and permitted to work through legally required meal breaks. As such, Defendant is responsible for paying premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendant, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each rest period Plaintiff and the Meal Break Sub-Class members missed.

36. Plaintiff and Meal Break Sub-Class members regularly worked shifts longer than 5 hours and/or more than 10 hours in a workday and accordingly had a right to take a 30-minute meal period each day worked in any such shifts and a second 30-minute meal period for shifts longer than 10 hours. As a pattern and practice, Defendant regularly required employees to work through their meal periods without proper compensation and denied Plaintiff and their employees the right to take proper meal periods as required by law, including without limitation, having to respond to calls and undergo work-related training. This policy of requiring employees to work through their legally mandated meal periods and not allowing them to take proper duty-free meal periods is a violation of California law.

37. Plaintiff is informed and believe and based thereon alleges that Defendant willfully failed to pay employees who were not provided the opportunity to take meal breaks the premium compensation required by Labor Code § 226.7 and the applicable IWC Wage Order and that Plaintiff and those employees similarly situated are owed wages for the meal period

1 violations set forth above. Plaintiff is informed and believes and based thereon alleges
2 Defendant's willful failure to provide Plaintiff and other class members the wages due and owing
3 them upon separation from employment results in a continued payment of wages up to thirty (30)
4 days from the time the wages were due. Therefore, Plaintiff and other members of the class who
5 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

6 38. Such a pattern, practice and uniform administration of corporate policy as
7 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and class
8 members identified herein, in a civil action, for the unpaid balance of the unpaid premium
9 compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including
10 interest thereon, penalties, and costs of suit.

11 **THIRD CAUSE OF ACTION**

12 **FOR VIOLATION OF LABOR CODE § 226**

13 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS,**
14 **THE REGULAR RATE SUB-CLASS, MEAL BREAK SUB-CLASS AND WAGE**
15 **STATEMENT SUB-CLASS)**

16 39. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set for herein.

18 40. Defendants failed in their affirmative obligation to provide accurate itemized
19 wage statements. Plaintiff and Class Members were not provided accurate itemized wage
20 statements as a result of the unpaid minimum, regular and overtime wages and meal period
21 premiums, such that the wage statements did not reflect the accurate hours worked, hourly rates,
22 and gross and net wages. Additionally, Defendant's wage statements failed to list the applicable
23 rate of pay and corresponding hours of work for all Commissions OT Wages. Defendant listed a
24 lump sum even though the Commission OT Wages are a form of hourly wages. Further, to the
25 extent that Defendant contends that the Commission OT Wages were earned in prior pay periods,
26 then when paid on the wage statements, did not list the correct inclusive pay periods in which it
27 was earned by Plaintiff and Class Members, in violation of Labor Code § 226(a)(6).

28 41. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

FOURTH CAUSE OF ACTION

VIOLATION OF BUS. & PROF. CODE § 17200

**(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ON BEHALF OF THE CLASS,
THE REGULAR RATE SUB-CLASS, MEAL BREAK SUB-CLASS)**

42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

43. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to pay regular, minimum and/or overtime wages for all hours worked for hours spent taking training courses and work-related exams off-the-clock; (b) failing to pay overtime wages at the regular rate of pay by not including non-discretionary remuneration into the regular rate of pay for purposes of calculating overtime wages; and (c) failing to pay meal break premium wages for missed meal breaks.

44. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

45. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein. Specifically, Plaintiff seeks restitution for: (a) regular, minimum and/or overtime wages for all hours worked for hours spent taking training courses and work-related exams off-the-clock; (b) unpaid overtime wages at the regular rate of pay by not including non-discretionary remuneration into the regular rate of pay for purposes of calculating overtime wages; and (c) meal break premium wages for missed meal breaks.

46. Plaintiff is informed and believes, and based thereon alleges, that at all times

herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

48. Plaintiff seeks penalties on behalf of the State of California for violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 2698, *et seq.*, committed against all similarly aggrieved non-exempt employees who were paid any wages at any time from January 7, 2021, through the present.

49. On or about January 7, 2022, Plaintiff sent written notice to the California Labor & Workforce Development Agency (the “LWDA”) of Defendants’ violation of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (the “PAGA”). Plaintiff also sent written notice of said Labor Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of the date of the filing of this Complaint, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff’s written notice.

50. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants’ violation of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1 and 2698, *et seq.* for the time period described above, on behalf of himself and other Aggrieved Employees.

51. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of

the State of California, in a civil action, for penalties pursuant to the PAGA, Labor Code §§ 226.3 and 2699(a), including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for Defendant's violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1 and 2698, *et seq*, as well as attorneys' fees and costs.

PRAYER FOR RELIEF

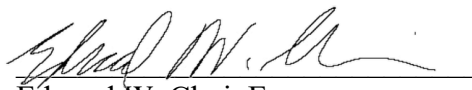
WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed classes;
2. For an order appointing Plaintiff as the representative of the classes as described herein;
3. For an order appointing Counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action for damages and penalties pursuant to Labor Code §§ 201-204, 510, 1194, 1194.2, 1197 and 1197.1, and attorneys' fees and costs;
5. Upon the Second Cause of Action, for damages and penalties pursuant to statute as set forth in California Labor Code §§ 201-204, 226.7, and 512, and for costs;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action for restitution pursuant to Business and Professions Code § 17200, *et seq*;
8. Upon the Fifth Cause of Action, for civil penalties, costs and attorneys' fees pursuant to Labor Code §§ 226.3 and 2699;
9. On all causes of action for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 1194, and Code of Civil Procedure § 1021.5, and
10. For such other and further relief the Court may deem just and proper.

Dated: June 10, 2022

LAW OFFICES OF CHOI & ASSOCIATES

By:



Edward W. Choi, Esq.

Attorney for Plaintiff and the Class

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles, CA 90071.

On June 10, 2022, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Angela J. Rafoth
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____ **BY MAIL**

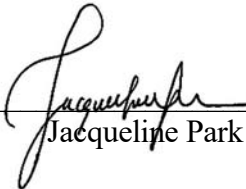
As follows: I am “readily familiar” with the practice of Choi & Associates, Attorneys at Law for collection and processing of correspondence for mailing with the United States Postal Service and that correspondence placed in the outgoing mail tray in my office for collection would be deposited in the United States Mail that same day in the ordinary course of business.

__X__ **BY ELECTRONIC SERVICE**

I caused a true and complete copy of the document(s) described above to be served on the offices and person(s) set forth above via electronic mail.

__X__ **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 10, 2022, at Los Angeles, California.



Jacqueline Park