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11 other persons similarly situated and other aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

14 JAVIER SOSA SANCHEZ, individually and
15 on behalf of other persons similarly situated
16 and other aggrieved employees,

17 Plaintiffs,

18 v.

19 THE RECESSROOM INCORPORATED, an
20 active California Corporation; and DOES 1
21 through 10,

22 Defendants.

**Case No.: 30-2022-01244194-CU-OE-
CXC**

Assigned to: Hon. Randall J. Sherman
Department: CX-105
Complaint Filed: February 4, 2022

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

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Provide Compliant Itemized Wage Statements; and
6. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
7. Penalties Pursuant to Private

Plaintiff JAVIER SOSA SANCHEZ ("Plaintiff"), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant THE RECESSROOM INCORPORATED, (referred to herein collectively with DOE defendants as "Defendants") to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime and double time, to timely pay wages after the close of each payroll period, to provide accurate and legally compliant wage statements, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendants employed Plaintiff and other employees during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et seq., Labor Code §1194, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendants are engaged in the business of restaurant ownership and operation. Plaintiff was hired by Defendants on or about November 2016 and was employed by Defendants until Plaintiff's separation on or about September 4, 2021. At all times during his employment, Plaintiff had a non-exempt classification. Plaintiff was working at Defendants' "The Recess Room" restaurant located at 108380 Brookhurst Street in Fountain Valley, CA 92708.
4. At the time of his termination, Plaintiff was not paid all his wages.

- 1 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
2 including overtime he was entitled to, and failed to receive accurate and legally
3 compliant itemized wage statements.
- 4 6. Defendants had a consistent policy of not properly calculating and/or not
5 paying wages for all hours worked, including overtime wages as applicable.
6 Defendants had a consistent policy of failing to timely pay wages owed after
7 the close of each payroll period.
- 8 7. Defendants had a consistent policy of requiring their employees, including
9 Plaintiff, to work through meal periods or work without a meal period for at
10 least five (5) hours of a shift and failing to pay such employees one (1) hour of
11 pay at the employees' regular rate of compensation for each workday that the
12 meal period was not provided or as required by California state wage and hour
13 laws.
- 14 8. Defendants had a consistent policy of failing to allow their employees,
15 including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours,
16 or a major fraction, worked, and failing to pay such employees one (1) hour of
17 pay at their regular rate of compensation for each workday that the rest period
18 is not provided, or other compensation, as required by California state and
19 wage and hour laws.
- 20 9. Defendants knowingly provided inaccurate wage statements to their
21 employees, including Plaintiff, that did not correctly include the correct wages,
22 including compensation for meal periods not provided and rest period not
23 authorized or permitted as required by California state wage and hour laws.
- 24 10. Defendants had a consistent policy of failing to pay their employees, including
25 Plaintiff, all wages due at the termination or separation, in violation of
26 California state wage and hour laws.
- 27 11. Plaintiff, on behalf of himself and all Class Members, brings this action
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1 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, and
2 1194.2 seeking unpaid wages, penalties, equitable relief, and reasonable
3 attorneys' fees and costs.

4 12. Plaintiff, on behalf of himself and the putative class members, also brings
5 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
6 relief, restitution, and disgorgement of all benefits obtained by Defendants as a
7 result of Labor Code and applicable Wage Order violations.

8 13. Plaintiff, on behalf of the State of California, himself, and other similarly
9 aggrieved employees, also brings this action pursuant to California Private
10 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
11 wages and other compensation, penalties, and reasonable attorneys' fees and
12 costs.

13 II.

14 JURISDICTION AND VENUE

15 14. Venue as to each defendant is proper in this judicial district, pursuant to Code
16 of Civil Procedure § 395. The County of Orange is the proper venue, because
17 work for Defendants was performed by Plaintiff and other class members in the
18 County of Orange and the legal obligations owed by Defendants to Plaintiff and
19 other class members were breached in the County of Orange.

20 15. The California Superior Court has jurisdiction in this matter, because Plaintiff is
21 a resident of California, Defendants are qualified to do business in California,
22 and regularly conduct business in California.

23 III.

24 THE PARTIES

25 16. Plaintiff JAVIER SOSA SANCHEZ is a resident of the State of California, and
26 was employed by Defendants in Orange County from on or about November
27 2016 through on or about September 4, 2021.

1 17. Defendant THE RECESSROOM INCORPORATED was an active California
2 Corporation at all times during the claims of Plaintiff and the putative class,
3 was doing business in California, and was headquartered in California.

4 18. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged, of the Defendants sued herein as
6 Does 1 through 10, but he is informed and believes and thereon alleges that said
7 Defendants are legally responsible for the wrongful conduct alleged herein and
8 therefore sues these Defendants by such fictitious names under Code of Civil
9 Procedure § 474. Plaintiff will amend this First Amended Complaint to allege
10 their true names and capacities when ascertained.

11 19. Plaintiff is informed and believes and thereon alleges that each Defendant acted
12 in all respects pertinent to this action as the agent of the other Defendants
13 carried out a joint scheme, business plan or policy in all respects pertinent
14 hereto, and the acts of each Defendant are legally attributable to the other
15 Defendants.

16 IV.

17 GENERAL ALLEGATIONS

18 20. At all times relevant here and as set forth in the following paragraphs of this
19 First Amended Complaint, Defendants employed more than 100 people; and
20 Plaintiff and each member of the putative class was employed by Defendants,
21 and each of them, in the State of California.

22 21. The employees of Defendants have not been provided: uninterrupted thirty-
23 minute meal periods for work periods of more than five (5) hours per day;
24 second uninterrupted thirty-minute meal periods for work periods of more
25 than ten (10) hours per day; and have not been permitted to take ten-minute
26 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
27 to the Labor Code, and applicable IWC Wage Orders.
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- 1 22. Defendants failed to properly compute and pay employees wages owed for all
2 hours worked, including overtime hours as applicable. Defendants failed to
3 timely pay wages after the close of each payroll period.
- 4 23. Defendants failed to pay Plaintiff and the members of his putative class upon
5 separation the wages earned and unpaid at the time of discharge.
- 6 24. Defendants failed to provide Plaintiff and the putative members of his class, at
7 the time of each payment of wages, an accurate itemized statement in writing,
8 showing the gross wages earned, including premium wages owed for failing to
9 provide meal and/or rest periods at the proper intervals. The wage statements
10 also did not include the name of the employer.
- 11 25. Plaintiff asserts claims for relief on behalf of himself and other similarly
12 situated persons as a class action pursuant to Code of Civil Procedure § 382.
13 Plaintiff and all members of his putative class are described below with
14 specificity and fall in several categories of subclasses whose rights have been
15 violated under the law. Defendants have made no effort as of the filing of this
16 First Amended Complaint to correct or remedy the violations of law specified
17 here.

18 **V.**

19 **CLASS ACTION ALLEGATIONS**

- 20 26. Plaintiff brings this action on behalf of himself and all other employees of
21 Defendants who are similarly-situated persons as a class action pursuant to
22 California Code of Civil Procedure § 382. There is a well-defined common
23 interest by and among Plaintiff and the putative class members, and it is
24 impractical to bring all those individuals before the court under separate,
25 different and repetitive actions. Plaintiff also reserves the right to amend or
26 modify the class descriptions set forth below in greater specificity or clarity if
27 required in the future in accordance with California Rules of Court, rule 3.765
28

1 (b). The class which Plaintiff seeks to represent is composed of and defined as
2 follows:

3 "Plaintiff Class" – All of Defendants' current and former non-exempt
4 employees who worked for Defendants in California, during the four
5 years before the filing of the Complaint through the time of class
6 certification.

7 27. Plaintiff seeks to certify the following subclasses of employees:

- 8 a) "Meal Period Subclass" – All members of Plaintiff Class who worked
9 each period exceeding five (5) hours without an uninterrupted, off
10 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
11 hours without a second uninterrupted, off duty, thirty (30) minute
12 meal periods; and were not provided compensation of one hour's pay
13 at the employee's regular rate for each day that a meal period was not
14 provided.
- 15 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
16 periods of four (4) hours or major fraction thereof without a duty free
17 rest period of at least 10-minutes and who were not compensated one
18 hour's pay at the employee's regular rate for each day that a rest period
19 was not permitted.
- 20 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
21 not paid their minimum/actual wages, including the time that was
22 unlawfully considered by Defendants as off-the-clock, as well as
23 overtime wages for hours worked in excess of eight hours per day at
24 the one and a half rate or at a double time rate as applicable.
- 25 d) "Late Wages Subclass" – All members of Plaintiff Class who did not
26 timely receive earned wages after the close of designated payroll
27 periods.
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- 1 e) "Waiting Time Subclass" – All members of Plaintiff Class to whom
2 Defendants failed to pay all wages due to them upon termination or
3 resignation under Labor Code §§ 201-203.
- 4 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom
5 Defendants improperly failed to provide accurate and legally
6 compliant itemized wage statements under Labor Code §§ 226.
- 7 g) "UCL Subclass" – All members of the Meal Period, Rest Period,
8 Unpaid Wage, Late Wages, Waiting Time, and Wage Statement
9 Subclasses who were subject to unlawful, illegal, unfair and/or
10 deceptive business acts and practices by Defendants and are entitled to
11 disgorgement and restitution of unpaid wages.

12 28. There is a well-defined community of interest among many persons who
13 comprise a readily ascertainable class:

- 14 a) Numerosity - The potential members of the Class and Subclasses as
15 defined here are so numerous that the individual joinder of all of them as
16 named plaintiffs is impracticable. The number of members of the Class
17 and Subclasses is unknown to Plaintiff. It is however estimated that the
18 members are more than 100 individuals, and their identities may readily
19 be ascertained from Defendants' records.
- 20 b) Typicality – The claims of Plaintiff are typical of the claims of all
21 members of the Class and Subclasses, who sustained similar damages
22 arising out of Defendants' common course of conduct in violation of law
23 as alleged.
- 24 c) Ascertainable Class – The proposed Class and Subclasses are
25 ascertainable as the members can readily be identified and located based
26 on the Defendants' payroll and personnel records.
- 27 d) Adequacy – Plaintiff is an adequate representative of the Class and
28 Subclasses: Plaintiff will fairly protect the interests of the members, he

1 has no interest adverse to the members, and he will vigorously pursue
2 this lawsuit on behalf of all the members of the Class and Subclasses.
3 Plaintiff's attorneys are competent, skilled and experienced in litigating
4 large employment law class actions.

- 5 e) Superiority - Class action treatment will allow a large number of
6 similarly situated persons to prosecute their common claims in a single
7 forum simultaneously, efficiently, and without the unnecessary
8 duplication of effort and expense that numerous individual actions
9 would require. Further, the monetary amounts due to many individual
10 members of the Class and Subclasses are likely to be relatively small, and
11 the burden and expense of individual litigation would make it difficult
12 or impossible for the members to seek and obtain relief. A class action
13 will serve an important public interest by permitting employees harmed
14 by Defendants' unlawful practices to effectively pursue recovery of the
15 sums owed to them.
- 16 f) Common Questions of Law and Fact – There are common questions of
17 law and fact as to the members of the Class and Subclasses which are
18 superior to questions affecting only individual members of the Class and
19 Subclasses. The common questions of law and fact may be summarized
20 as follows and if necessary will be refined with the progress of formal
21 discovery in the case:
- 22 g) Whether Defendants failed to provide members of Plaintiff Class who
23 ceased employment with Defendants all wages owed at the time of the
24 cessation of the employee-employer relationship?
- 25 h) Whether Defendants violated California law and applicable Wage
26 Orders by failing to provide Plaintiff Class members with paid ten-
27 minute (10) rest periods for each four hours worked?
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- 1 i) Whether the remedy for an employer's failure to provide rest breaks as
2 required by law is a premium wage for hardship of missing a lawful rest
3 break?
- 4 j) Whether Defendants violated California law and applicable Wage
5 Orders by failing to provide Plaintiff Class members with an off-duty
6 thirty minute (30) meal period for more than five hours of work?
- 7 k) Whether Defendants violated California law and applicable Wage
8 Orders by failing to provide members of Plaintiff Class with a second
9 meal period?
- 10 l) Whether the remedy for an employer's failure to provide meal period as
11 required by law is a premium wage for hardship of missing a lawful
12 meal period?
- 13 m) Whether Defendants violated California law, including the applicable
14 wage orders by failing to properly compensate Plaintiff Class members
15 for all hours worked, including overtime hours as applicable?
- 16 n) Whether Defendants violated California law by their failure to timely
17 pay owed wages to employees within seven (7) days after the close of
18 each payroll period?
- 19 o) Whether Plaintiff Class is entitled to waiting time penalties under Labor
20 Code § 203?
- 21 p) Whether Defendants violated California law by their failure to provide
22 Plaintiff Class with accurate and legally compliant itemized wage
23 statements?
- 24 q) Whether Defendants violated Business and Professions Code §§ 17200 et.
25 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
26 1194.2, and applicable Wage Orders which constitutes violations of the
27 public policy?
- 28

- 1 r) Whether Plaintiff Class is entitled to an equitable relief in accordance
2 with Business and Professions Code §§ 17200 et. seq.
- 3 s) Whether Defendants' affirmative defenses, if any, raise common issues
4 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
5 particular?

6 **VI.**

7 **FIRST CAUSE OF ACTION**
8 **FAILURE TO PROVIDE MEAL PERIODS OR**
9 **COMPENSATION IN LIEU THEREOF**
10 **(Labor Code §§ 226.7, 512)**
11 **(By Plaintiff and Meal Period Subclass against Defendants)**

- 12 29. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint
13 as if fully alleged herein.
- 14 30. By their failure to provide thirty minute (30) uninterrupted meal period as well
15 as second meal period, if applicable, to Plaintiff and members of the Meal
16 Period Subclass, Defendants willfully violated the provisions of Labor Code §§
17 226.7, 512 and applicable IWC Wage Orders.
- 18 31. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
19 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
20 below, and fully incorporated here as applicable.

21 **VII.**

22 **SECOND CAUSE OF ACTION**
23 **FAILURE TO PROVIDE REST PERIODS OR**
24 **COMPENSATION IN LIEU THEREOF**
25 **(Labor Code § 226.7)**
26 **(By Plaintiff and Rest Period Subclass against Defendants)**

- 27 32. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint
28 as if fully alleged herein.

1 33. By their failure to provide ten-minute (10) rest periods for every four (4) hours
2 of work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
3 Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

4 34. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
5 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
6 below, and fully incorporated here as applicable.

7 **VIII.**

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES**

10 **(Labor Code §§ 204, 210, 510, 1194, 1194.2)**

11 **(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

12 35. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint
13 as if fully alleged herein.

14 36. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
15 were employees of Defendants covered by Labor Code §§ 204, 210, 510, 1194,
16 1194.2 and applicable Wage Orders, and they were entitled to receive minimum
17 and overtime wages for all hours worked and liquidated damages equal to
18 unlawfully unpaid minimum wages with interest.

19 37. Defendants have violated California law and the specified provisions of the
20 Labor Code and applicable Wage Orders by their failure to pay all wages due in
21 accordance, including minimum wages, wrongfully classified off-the-clock
22 wages and overtime pay. Notably, any wages that were paid were not paid
23 within seven (7) days after the close of any applicable payroll period. As a
24 result of Defendants' unlawful conduct, Plaintiff and other members of the
25 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
26 below, and fully incorporated here as applicable.

IX.

FOURTH CAUSE OF ACTION
FAILURE TO PAY WAGES DUE AT TERMINATION
(Labor Code §§ 201, 202, 203)
(By Plaintiff and Waiting Time Subclass against Defendants)

38. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint as if fully alleged herein.

39. By their failure to timely pay Plaintiff and Waiting Time Subclass, Defendants willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must, as penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced.

40. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

X.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS
(Labor Code §226)
(By Plaintiff and Wage Statement Subclass against Defendants)

41. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint as if fully alleged herein.

42. By their failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendants willfully violated the provisions of Labor Code §226 and applicable Wage Orders.

43. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

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XI.

SIXTH CAUSE OF ACTION
VIOLATION OF UNFAIR BUSINESS PRACTICES ACT

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

(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)

44. Plaintiff incorporates paragraphs 1 through 43 of this First Amended Complaint as if fully alleged herein.

45. The alleged unlawful conduct of Defendants constitutes unfair competition pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.

46. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have suffered injury in fact and lost money or property. Plaintiff and said members have been deprived of their rights as set forth in this First Amended Complaint, including, but not limited to, payment of minimum and/or actual wages for all hours worked.

47. Pursuant to Business and Professions Code § 17203, Plaintiff and other members of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to them under the Labor Code, and interest thereon, in which they had a property interest, which Defendants failed to pay to them but withheld and retained for themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and Subclasses is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code provisions.

48. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

49. Plaintiff requests the court to issue a preliminary and permanent injunction prohibiting defendants from committing the Labor Code and applicable Wage

Order violations set forth in this First Amended Complaint, and Plaintiff and the members of Plaintiff Class and Subclasses have suffered further damages as articulated in the Prayer for Relief, set forth below, also incorporated here fully as applicable.

XII.

SEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT
(LABOR CODE § 2699 *et seq.*)
(By Plaintiff and Aggrieved Employees Against Each Defendant)

50. Plaintiff incorporates paragraphs 1 through 49 of this First Amended Complaint as if fully alleged herein.

51. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"), private parties may recover civil penalties for violations of the California Labor Code. PAGA penalties are in addition to any other relief available under the Labor Code.

52. As set forth above, Defendant violated the California Labor Code by consistently failing to employ Plaintiff and other similarly situated employees in compliance with California law.

53. Plaintiff provided written notice by certified mail to Defendants on February 16, 2022, and electronic notice to the State Labor & Workforce Development Agency ("LWDA"), of the legal claims and theories of this case. To date, and after 65 days from the date of mailing of notice, the LWDA has not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiff exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was assigned case number LWDA-CM-868676-22 by the LWDA. Attached hereto is a true and correct copy of the notice letter communicated by Plaintiff.

1 54. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
2 recover the maximum civil penalties permitted by law from Defendant for the
3 violations of Labor Code alleged in this First Amended Complaint.

4 55. Plaintiff and all other aggrieved employees are also entitled to recover their
5 attorneys' fees and costs under Labor Code § 2699.

6 **XIII.**

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
9 prays for relief and judgment against Defendants as follows:

10 A. An order certifying that Plaintiff may pursue his claims as a class action
11 under Section 382 of the Code of Civil Procedure; and it is further requested that
12 Plaintiff Class and each Plaintiff Subclass be certified;

13 B. An order appointing Plaintiff as Class representative;

14 C. An order appointing Plaintiff's counsel as Class counsel;

15 D. Disgorgement of Defendants' wrongfully obtained profits and restitution
16 of unpaid wages under Business and Professions Code §§ 17203, 17204;

17 E. Damages for unpaid additional compensation for failing to provide
18 timely or uninterrupted or lawful meal periods and rest periods;

19 F. Damages for unpaid minimum wages under Labor Code § 1194;

20 G. Damages for unpaid overtime and double time wages to the extent
21 applicable;

22 H. Liquidated damages under Labor Code § 1194.2;

23 I. Statutory penalties under Labor Code § 210;

24 J. Statutory penalties under Labor Code § 226(e);

25 K. Damages for unpaid penalty wages under Labor Code § 203;\

26 L. Civil penalties under Labor Code Section 2699 (75% payable to the
27 LWDA and 25% payable to aggrieved employees);
28

1 M. Reasonable attorney's fees and costs pursuant to statute, including, but
2 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

3 N. Enjoinment of Defendants from further acts of unfair competition and
4 continuous violations of the Labor Code and applicable Wage Orders;

5 O. For costs of the suit incurred; and

6 P. For such other relief that the Court may deem just and proper, including
7 prejudgment interest and costs.

8
9 DATED: May 4, 2022

MOORADIAN LAW, APC

10
11 By: 

12 Zorik Mooradian,

13 Haik Hacopian,

14 Attorneys for Plaintiff JAVIER SOSA

15 SANCHEZ individually and on behalf of

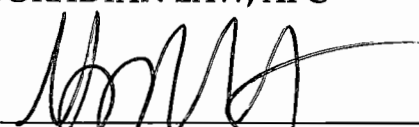
16 other persons similarly situated and other
17 aggrieved employees

18 **DEMAND FOR A JURY TRIAL**

19 Plaintiff JAVIER SOSA SANCHEZ hereby demands a jury trial in the above
20 case.

21 DATED: May 4, 2022

MOORADIAN LAW, APC

22
23 By: 

24 Zorik Mooradian,

25 Haik Hacopian,

26 Attorneys for Plaintiff JAVIER SOSA

27 SANCHEZ individually and on behalf of

28 other persons similarly situated and other
aggrieved employees