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Attorneys for Plaintiff HECTOR J. MEJIA on behalf
of himself and others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

HECTOR J. MEJIA, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

WALMART INC., a Delaware corporation;
and DOES 1 to 10, inclusive,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT:

1. Failure to Provide Sick Pay in Violation of Cal. Labor Code section 246;
2. Failure to Provide Compliant Wage Statement and Maintain Accurate Records in Violation of Cal. Labor Code sections 226(a) and 1174; and
3. Violations of Business & Professions Code section 17200 et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff, HECTOR J. MEJIA (hereinafter "Plaintiff") hereby submits his Complaint against
2 Defendant WALMART INC., a Delaware corporation; and DOES 1 to 10 (hereinafter referred to as
3 "Defendant") on behalf of himself and the class of all other similarly situated current and former
4 employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action arising out of Defendant's failure to provide their non-exempt
7 employees with sick pay at the regular rate of pay.

8 2. Walmart Inc. is an American multinational retail corporation that operates a chain of
9 supercenters. Walmart operates 10,593 stores in 24 countries. Walmart is headquartered in
10 Bentonville, Arkansas.

11 3. At all relevant times, Defendant issued and maintained uniform, standardized
12 scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in
13 California, including Plaintiff and others similarly situated, regardless of their location or position.

14 4. Defendant has maintained practices across its locations which have failed and
15 continue to fail to pay Plaintiff and other non-exempt employees sick pay wages at the regular rate
16 of pay. Rather Defendant paid sick pay wages at the base rate of pay.

17 5. In light of the foregoing, Defendant has failed to provide Plaintiff and other non-
18 exempt employees with compliant wage statements and failed to maintain accurate records.

19 6. Plaintiff brings Causes of Action One through Three (the "class claims") as a class
20 action on behalf of himself and other similarly situated individuals who have worked for Defendant
21 in California, at any time from four-years prior to the filing of this complaint, through the resolution
22 of this action. Plaintiff, on his own behalf and on behalf of all Class Members, brings the class
23 claims pursuant to Labor Code sections 226, 246, 1174, the applicable wage order and under
24 Business & Professions Code sections 17200-17208, for unfair competition due to Defendant's
25 unlawful, unfair and fraudulent business acts and practices.

26 7. Plaintiff is informed and believes, and based thereon alleges, that Defendant has
27 engaged in, among other things a system of willful violations of the Labor Code and the applicable
28 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny

1 employees the above stated rights and benefits.

2 **PARTIES**

3 8. Plaintiff, Hector J. Mejia is an individual over the age of eighteen (18) and is now,
4 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State
5 of California. During the relevant time period, Plaintiff has worked for Defendant in Barstow,
6 California from approximately 2020 through the present. Plaintiff works at Walmart store number
7 1879. Plaintiff works as a team associate. Plaintiff earns approximately \$19.50 per hour.

8 9. Plaintiff is informed and believes, and based thereon alleges, that Walmart Inc., is a
9 Delaware corporation. Plaintiff is further informed and believes that at all times relevant hereto,
10 Defendant has transacted, and continues to transact, business throughout the State of California.

11 10. Plaintiff is informed and believes, and based upon such information and belief
12 alleges, that Defendant is, now and/or at all times mentioned in this Complaint was in some manner
13 legally responsible for the events, happenings and circumstances alleged in this Complaint.

14 11. Plaintiff is further informed and believes, and based upon such information and
15 belief alleges, that at all times herein mentioned, Defendant proximately caused Plaintiff, all others
16 similarly situated, and the general public to be subjected to the unlawful practices, wrongs,
17 complaints, injuries and/or damages alleged in this Complaint.

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

22 13. Plaintiff does not know the true names or capacities, whether individual, partner or
23 corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said
24 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
25 complaint when the true names and capacities are known. Plaintiff is informed and believes and
26 based thereon alleges that each of said fictitious Defendants were responsible in some way for the
27 matters alleged herein and proximately caused Plaintiff and members of the general public and
28 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

1 14. At all times herein mentioned, each of said Defendants participated in the doing of
2 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
3 Defendants, and each of them, were the agents, servants and employees of each of the other
4 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
5 within the course and scope of said agency and employment.

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

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

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

22 18. The members of the Class (as defined below), including the representative Plaintiff
23 named herein, have been employed during the Class Period in California. The practices and
24 policies which are complained of by way of this Complaint are enforced throughout the State of
25 California.

26 **JURISDICTION AND VENUE**

27 19. The Court has jurisdiction over this class action pursuant to article 6, section 10 of
28 the California Constitution and Code of Civil Procedure section 410.10.

20. Additionally, this Court has jurisdiction over Plaintiff's and the Class' claims for injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition under Business & Professions Code section 17203 and 17204. The Court also has jurisdiction over Plaintiff's and the Class' claims pursuant to the applicable provisions.

21. The Court has jurisdiction over Defendant because it is authorized to do business in the State of California and is registered with the California Secretary of State. Defendant does sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

22. Venue is proper in San Bernardino County because the acts which give rise to this litigation occurred in this county and because Defendant has employed class members in this county and transacts business in this county.

FACTUAL ALLEGATIONS

23. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

24. Defendant has engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

25. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to fully perform its obligations under state law, all to Plaintiff's respective damage in amounts according to proof at the time of trial.

26. Defendant failed to pay Plaintiff and members of the Class sick pay at the correct rate. Plaintiff received compensation in addition to hourly wages, but those additional amounts were not included when calculating sick pay wages. For example, on 3/17/22 Plaintiff earned “INCTV FAC HRLY” pay of \$580.73 which was not factored into his sick pay wages. On 3/3/22 Plaintiff also earned “COVID-19 PAY” for \$476.28 and \$156.00 paid on 2/17/22, neither of which

1 were factored into his sick pay wages. Further, on 8/20/20 and 6/25/20 Plaintiff earned “COVID-
2 LS” pay which also was not used to calculate his sick pay wages. Moreover, on 2/17/22 Plaintiff
3 was paid “REFERRAL” pay of \$292.50 which was also not factored into to his sick pay wages.
4 Further, in 2020, Walmart provided cash bonuses to all hourly associates, which was not used in
5 calculating sick pay wages.¹

6 27. Because Defendant failed to pay all earned wages to Plaintiff and members of the
7 Class, Defendant failed to provide compliant wage statements.

8 28. Defendant has further engaged in, and continue to engage in, unfair business
9 practices in California by practicing, employing and utilizing the unlawful employment practices
10 and policies outlined above.

11 29. As a direct result of the wage and hour violations herein alleged, Plaintiff and
12 members of the Class have suffered, and continue to suffer substantial losses related to the use and
13 enjoyment of wages, lost interest on such wages, and expenses and attorneys’ fees in seeking to
14 compel Defendant to perform their obligations under state law, all to Plaintiff’s and members of the
15 Class’s respective damage in amounts according to proof at the time of trial.

16 ***Facts Regarding Willfulness***

17 30. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and
18 was advised by skilled lawyers, other professionals, employees with human resources background
19 and advisors with knowledge of the requirements of California wage and hour laws and that at all
20 relevant times, Defendant knew or should have known, that the members of the Classes, including
21 Plaintiff, were entitled to sick pay wages at the regular rate of pay.

22 ***Plaintiff’s Exhaustion of Administrative Remedies***

23 31. Plaintiff is currently complying with the procedures for bringing suit specified in
24 Labor Code section 2699.3.

25 32. By letter dated April 12, 2022, required notice was provided to Labor and
26 Workforce Development Agency (“LWDA”) and Defendant, of the specific provisions of the
27

28 ¹ <https://corporate.walmart.com/newsroom/2020/03/19/walmart-announces-special-cash-bonus-and-early-payment-of-q1-bonuses-totaling-nearly-550-million-for-hourly-associates>

1 Labor Code alleged to have been violated, including the facts and theories to support the alleged
2 violations.

3 33. This Complaint will be amended when more than sixty-five (65) days have passed
4 since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to
5 investigate the allegations herein.

6 **CLASS ACTION ALLEGATIONS**

7 34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

8 35. Pursuant to Code of Civil Procedure section 382, this action is brought and may be
9 properly maintained as a class action. This action satisfies the ascertainability, numerosity,
10 commonality, typicality, adequacy, predominance, and superiority requirements of those
11 provisions.

12 36. Plaintiff brings this suit as a class action on behalf of individuals defined as follows:

13 37. Plaintiff Class: All persons who have been, or currently are, employed by Defendant
14 and who held, or hold, job positions which Defendant has classified as “non-exempt” employees in
15 the State of California, at any time since four years prior to filing this action, through the date
16 judgment is rendered in this action.

17 38. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during
18 the class period hundreds of class members have been employed by Defendant as non-exempt
19 employees in the State of California. Because so many persons have been employed by Defendant
20 in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is
21 impossible and/or impracticable.

22 39. Common Questions of Law and/or Fact: Common questions of law and fact exist as
23 to all members of the Plaintiff Class and predominate over any questions affecting solely individual
24 members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the
25 adjudication of Class Members’ claims are as follows:

- 26 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of
27 California wage and hour statutes;
28 b. Whether Defendant has a policy or practice of failing to pay sick pay at the correct

1 rate;

- 2 c. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and
3 members of the Classes with true and proper wage statements upon payment of
4 wages, in violation of Labor Code section 226;
- 5 d. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so,
6 the proper measure of such damages, as well as interest, penalties, costs, attorneys'
7 fees, and equitable relief; and
- 8 e. Whether Defendant's conduct as alleged herein violates the Unfair Business
9 Practices Act of California (Bus. & Prof. Code, § 17200 et seq.).

10 40. Typicality: The claims of the named Plaintiff are typical of the claims of the
11 members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their
12 non-exempt employees with sick pay at the regular rate in compliance with the California Labor
13 Code, and failing to provide them with compliant wage statements has caused Plaintiff and the
14 proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby
15 representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed
16 Class sustained the same or similar injuries and damages arising from Defendant's common
17 policies, practices, procedures, protocols, routines, and rules which were applied to other Class
18 Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and
19 damages as were suffered by other members of the proposed class.

20 41. Adequacy of Representation: Plaintiff is an adequate representative of the proposed
21 classes because he is a member of the class, and his interests do not conflict with the interests of
22 the members he seeks to represent. Plaintiff has retained competent counsel, experienced in the
23 prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this
24 action vigorously for the benefit of the classes. The interests of the Class Members will fairly and
25 adequately be protected by Plaintiff and his attorneys.

26 42. Superiority of Class Action: A class action is superior to other available methods for
27 the fair and efficient adjudication of this litigation since individual litigation of the claims of all
28 Class Members is impracticable. It would be unduly burdensome to the courts if these matters were

1 to proceed on an individual basis, because this would potentially result in hundreds of individuals,
2 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or
3 contradictory judgments, and the prospect of a “race to the courthouse,” and an inequitable
4 allocation of recovery among those with equally meritorious claims. By contrast, the class action
5 device presents far fewer management difficulties, and provides the benefit of a single
6 adjudication, economics of scale, and comprehensive supervision by a single court.

7 43. The various claims asserted in this action are additionally or alternatively certifiable
8 under the provisions of the Code of Civil Procedure section 382 because:

9 a. The prosecution of separate actions by hundreds of individual class members would
10 create a risk of varying adjudications with respect to individual class members, thus establishing
11 incompatible standards of conduct for Defendant, and

12 b. The prosecution of separate actions by individual class members would also create
13 the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the
14 interest of the other class members who are not a party to such adjudications and would
15 substantially impair or impede the ability of such non-party class members to protect their interests.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Sick Pay**

18 **(By Plaintiff and Members of the Putative Class Against Defendant)**

19 44. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
20 forth herein.

21 45. Sick pay must be compensated at the employee’s regular rate of pay, for the
22 workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days.
23 Labor Code § 246(1).

24 46. Defendant failed to pay Plaintiff and members of the Class sick pay at the correct
25 rate. Plaintiff received compensation in addition to hourly wages, but those additional amounts
26 were not included when calculating sick pay wages. For example, on 3/17/22 Plaintiff earned
27 “INCTV FAC HRLY” pay of \$580.73 which was not factored into his sick pay wages. On 3/3/22
28 Plaintiff also earned “COVID-19 PAY” for \$476.28 and \$156.00 paid on 2/17/22, neither of which

1 were factored into his sick pay wages. Further, on 8/20/20 and 6/25/20 Plaintiff earned “COVID-
2 LS” pay which also was not used to calculate his sick pay wages. Moreover, on 2/17/22 Plaintiff
3 was paid “REFERRAL” pay of \$292.50 which was also not factored into to his sick pay wages.
4 Further, in 2020, Walmart provided cash bonuses to all hourly associates, which was not used in
5 calculating sick pay wages.²

6 47. By failing to pay Plaintiff and Class Members for sick pay at the correct rate,
7 Defendants willfully violated Labor Code section 246.

8 48. Defendant’s unlawful acts deprived Plaintiff and the Class of all wages. Plaintiff
9 seeks to represent of sick pay in amounts to be determined at trial, and they are entitled to recover
10 these amounts with interest, attorneys’ fees, and costs.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**

13 **(By Plaintiff and Members of the Putative Class Against Defendant)**

14 49. Plaintiff hereby incorporates by reference each and every one of the allegations
15 contained in the preceding paragraphs as if the same were fully set forth herein.

16 50. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires
17 employers to furnish each employee with a statement itemizing, among other things, the total hours
18 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

19 51. Labor Code section 226(e) provides that if an employer fails to comply with
20 providing an employee with properly itemized wage statements as set forth in section 226(a), then
21 the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period
22 in which a violation occurs and \$100 per employee for each violation in a subsequent pay period,
23 not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates
24 section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation
25 in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which
26 the employer fails to provide the employee a wage statement or fails to keep the required records
27

28 ² <https://corporate.walmart.com/newsroom/2020/03/19/walmart-announces-special-cash-bonus-and-early-payment-of-q1-bonuses-totaling-nearly-550-million-for-hourly-associates>

1 pursuant to section 226(a).

2 52. Defendant knowingly and intentionally failed to furnish Plaintiff and the members
3 of the Class with timely, itemized statements in compliance with Labor Code section 226(a) and
4 the applicable IWC Wage order section 6(B).

5 53. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly
6 and intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized
7 statements showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all
8 applicable hourly rates in effect during each respective pay period. This is a result of failing to
9 accurately calculate Plaintiff and Class Members' sick pay wages.

10 54. Plaintiff is informed and believes, and thereon alleges, that Defendant did not
11 maintain accurate business records. This is a result of failing to calculate sick pay wages at the
12 regular rate of pay.

13 55. As a result of not having kept accurate records, Plaintiff and the Class Members
14 suffered injuries in the form of confusion over whether they received all wages owed to them, and
15 difficulty and expense in reconstructing pay records in addition to other injuries which may come
16 to light during the discovery process.

17 56. Plaintiff and the members of the Classes herein seek damages and penalties pursuant
18 to Labor Code section 226(e) for Defendant's violations of Labor Code section 226(a).

19 57. Plaintiff and Class Members also seek preliminary and permanent injunctive relief
20 and an award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

21 **THIRD CAUSE OF ACTION**

22 **Violation of California**

23 **Business and Professions Code Section 17200 et seq.**

24 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

25 58. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
26 forth herein.

27 59. Business and Professions Code section 17200 defines unfair competition to include,
28 "unlawful, unfair or fraudulent business practices."

1 60. Plaintiff and all proposed Class Members are “persons within the meaning of
2 Business and Professions Code section 17204, who have suffered injury in fact and have lost
3 money or property as a result of Defendant’s unfair competition.

4 61. Defendant has been committing, and continues to commit, acts of unfair
5 competition by engaging in the unlawful, unfair and fraudulent business practices and acts
6 described in this Complaint, including, but not limited to:

7 a) violations of Labor Code section 246; and

8 b) violations of Labor Code sections 226, 1174.

9 62. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
10 Defendant has reaped and continue to reap unfair benefits and illegal profits at the expense of
11 Plaintiff and proposed Class Members. Defendant’s unlawful, unfair, and/or fraudulent conduct has
12 also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and
13 competitors.

14 63. Business and Professions Code section 17203 provides that the Court may restore to
15 an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or
16 fraudulent business acts or practices.

17 64. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or
18 fraudulent activity alleged herein.

19 65. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff
20 Class are entitled to recover pre-judgment interest on wages earned, but not paid.

21 66. Plaintiff further seeks an order requiring an audit and accounting of the payroll
22 records to determine the amount of restitution of all unpaid wages owed to himself and members of
23 the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds
24 to be paid to current and former employees that can be identified and located pursuant to a court
25 order and supervision.

26 67. Plaintiff seeks restitution for himself and all others similarly situated of these
27 amounts, including all earned and unpaid wages and attorneys’ fees and costs pursuant to Code of
28 Civil Procedure section 1021.5.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

- 3 1. For an order certifying the proposed Plaintiff Class;
- 4 2. For an order that counsel for Plaintiff be appointed class counsel
- 5 3. Certification of this class action on behalf of the proposed Plaintiff Class;
- 6 4. Designation of Plaintiff as the class representative of the Plaintiff Class;
- 7 5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class
- 8 and disgorgement of all profits from the unlawful business practices of Defendant;
- 9 6. An order appointing Plaintiff's counsel as class counsel;
- 10 7. Prejudgment and post judgment interest on all sums awarded;
- 11 8. For compensatory damages;
- 12 9. For penalties pursuant to Labor Code sections 226;
- 13 10. For interest accrued to date;
- 14 11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226;
- 15 12. For reasonable attorneys' fees pursuant to Labor Code section 226 and Code of
- 16 Civil Procedure section 1021.5, and/or other applicable law; and
- 17 13. A declaratory judgment that Defendant has knowingly and intentionally violated the
- 18 following provisions of law;
- 19 a. Labor Code section 246 for failing to pay sick pay wages at the
- 20 regular rate;
- 21 b. Labor Code section 226 for failing to provide compliant wage
- 22 statements;
- 23 c. Labor Code section 1174 for failing to maintain accurate records;
- 24 d. Business & Professions Code sections 17200-08 for violating the
- 25 provisions set forth herein above.
- 26 14. For all such other and further relief that the Court may deem just and proper.

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2 DATED: April 12, 2022

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5 **BRADLEY/GROMBACHER, LLP**
6 **MAJARIAN LAW GROUP APC**

7 By: 

8 Marcus Bradley, Esq.
9 Kiley Grombacher, Esq.
10 Garen Majarian, Esq.
11 Sahag Majarian, II, Esq.

12 Attorneys for Plaintiff and others similarly
13 situated

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims by jury
16 to the extent authorized by law.

17 DATED: April 12, 2022

18 **BRADLEY/GROMBACHER, LLP**
19 **MAJARIAN LAW GROUP APC**

20 By: 

21 Marcus Bradley, Esq.
22 Kiley Grombacher, Esq.
23 Garen Majarian, Esq.
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25 Attorneys for Plaintiff and other similarly
26 situated