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*Attorneys for Plaintiff and the Putative Class***FILED**Superior Court of California
County of Los Angeles

05/08/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: R. Lozano Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**JENNIFER YOUNG PAE, individually, and on
behalf of all others similarly situated, the State of
California, and other aggrieved persons,*Plaintiff,*

v.

TOWER EV LLC, a limited liability company;
and DOES 1 through 10, inclusive,*Defendants.*

Case No.: 25STCV00717

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
9. Failure to Furnish Safe and Healthful Employment or Place of Employment (Labor Code §§ 6300 *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants TOWER EV LLC and DOES 1
6 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay for all hours
8 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage
10 statements, and failure to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
12 action on behalf of herself and certain current and former employees of Defendants (hereinafter
13 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class
14 consists of Plaintiff and all other persons who have been employed by any Defendant in California
15 as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the
16 claims pleaded here.

17 3. Plaintiff brings the Ninth and Tenth Causes of Action as a representative action
18 under the California Private Attorneys General Act (“PAGA”) to recover civil penalties that are
19 owed to Plaintiff, the State of California, and past and present non-exempt employees by
20 Defendants in the State of California during the statute of limitations period for his PAGA claim
21 (hereinafter referred to as the “Aggrieved Employees”).

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

27 5. Despite these requirements, throughout the statutory period, Defendants maintained
28 a systematic, company-wide policy and practice of:

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

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

25 7. At all relevant times, Defendants were and are legally responsible for all of the
26 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
27 foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees.
28 Further, Defendants are responsible for each of the unlawful acts or omissions complained of

herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiff

8. Plaintiff JENNIFER YOUNG PAE is a California resident who worked for Defendants in Los Angeles County, California as a non-exempt employee who started her employment approximately in July 2024.

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

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant TOWER EV LLC is, and at all times herein mentioned, was:

- (a) An entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiff, the current and/or former employer of the putative Class, and the Aggrieved Employees because Defendant TOWER EV LLC suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State
2 of California.

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

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

17 14. Plaintiff worked for Defendants as an hourly-paid, non-exempt employee. During
18 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
19 her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
20 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight
21 hours in a workday and more than forty (40) hours in a workweek

22 15. Throughout Plaintiff's employment, Defendants, at times, failed to pay for all hours
23 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with
24 legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed
25 to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to
26 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.

27 16. As discussed below, Plaintiff's experience working for Defendants was typical and
28 illustrative. Throughout the statutory period, Defendants maintained a policy and practice of not

1 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including minimum,
2 straight time, and overtime wages. Defendants required Plaintiff, the Class, and the Aggrieved
3 Employees to work “off-the-clock,” uncompensated. For example, Plaintiff, the Class, and the
4 Aggrieved Employees were required to take a shuttle prior to clocking in and after clocking out for
5 their shift. In addition, Plaintiff and the Calls were required to continue providing rides to Uber
6 riders during meal breaks to keep up with their ride quotas. Some of this unpaid work should have
7 been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to
8 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

9 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
10 the Class, and the Aggrieved Employees, or some of them, with legally compliant meal periods.
11 Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to
12 work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and
13 duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class, and
14 the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
15 work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff, the Class,
16 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks
17 which could not be completed without working in lieu of taking mandatory meal periods, or by
18 denying Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. For
19 example, Plaintiff, the Class, and the Aggrieved Employees were required to meet a rigorous daily
20 quota of Uber rides. Defendants also never informed Plaintiff of her right to, nor permitted her to
21 take, a second meal period when Plaintiff worked at least ten hours of work in a workday.
22 Accordingly, Defendants’ policy and practice was not to provide meal periods to Plaintiff, the Class,
23 and the Aggrieved Employees in compliance with California law.

24 18. Throughout the statutory period, Defendants have wrongfully failed to authorize and
25 permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, to take legally compliant
26 rest periods. Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to
27 work in excess of four consecutive hours a day without Defendants authorizing and permitting them
28 to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major

fraction of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a rest period. For example, Plaintiff and other Class members were required to meet a rigorous daily quota of Uber rides which left them unable to take compliant rest breaks. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

19. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff, the Class, and the Aggrieved Employees, or some of them, all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to her by Defendants at the conclusion of her employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when her employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff, the Class, and the Aggrieved Employees.

20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class, and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

- 1 (b) the violations led them to believe that they had been paid the minimum,
2 straight time, overtime, meal period premium, and rest period premium
3 wages, even though they had not been;
- 4 (c) the violations led them to believe they were not entitled to be paid minimum,
5 straight time, overtime, meal period premium, and rest period premium
6 wages at the correct California rate even though they were entitled;
- 7 (d) the violations led them to believe they had been paid minimum, straight time,
8 overtime, meal period premium, and rest period premium wages at the
9 correct California rate even though they had not been;
- 10 (e) the violations hindered them from determining the amounts of minimum,
11 straight time, overtime, meal period premium, and rest period premium
12 wages owed to them;
- 13 (f) in connection with their employment before and during this action, and in
14 connection with prosecuting this action, the violations caused them to have
15 to perform mathematical computations to determine the amounts of wages
16 owed to them, computations they would not have to make if the wage
17 statements contained the required accurate information;
- 18 (g) by understating the wages truly due to them, the violations caused them to
19 lose entitlement and/or accrual of the full amount of Social Security,
20 disability, unemployment, and other governmental benefits;
- 21 (h) the wage statements inaccurately understated the wages, hours, and wage
22 rates to which Plaintiff, the Class, and the Aggrieved Employees were
23 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
24 less than the wages and wage rates to which they were entitled.

25 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e)
26 and injunctive relief under California Labor Code § 226(h).

27 21. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
28 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their

1 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-
2 pocket for necessary employment related expenses, including, without limitation, work attire, costs
3 related to use of personal phones, and costs for car washes.

4 22. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
5 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
6 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

7 23. Throughout the statutory period, Defendants withheld gratuities including but not
8 limited to tips which were paid, given to, or left for Plaintiff and other Class Members by patrons.
9 Plaintiff, the Class, and the Aggrieved Employees are entitled to those gratuities under Labor Code
10 § 351.

11 24. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to work
12 in unsafe conditions. For Example, Defendants required and/or pressured Plaintiff and other Class
13 Members to pass safety inspections of vehicles regardless of whether the vehicle was safe to operate.
14 Moreover, Defendants required Plaintiff, the Class, and the Aggrieved Employees to drive in
15 extremely unsanitary vehicles.

16 25. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to accept
17 all rides which the Uber app provided to them even if the passenger or route was deemed potentially
18 unsafe. In doing so, Plaintiff, the Class, and the Aggrieved Employees encountered unsafe situations.

19 **CLASS ACTION ALLEGATIONS**

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

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

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

26 All persons who worked for any Defendants in California as an hourly-paid or
27 non-exempt employee at any time during the period beginning four years before
28 the filing of the initial complaint in this action and ending when notice to the
Class is sent.

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

2 30. Plaintiff undertook this concerted activity to improve the wages and working
3 conditions of all Class Members.

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

6 (a) Numerosity: The members of the Class (and each subclass, if any) are so
7 numerous that joinder of all members would be unfeasible and impractical.
8 The membership of the entire Class is unknown to Plaintiff at this time;
9 however, the Class is estimated to be greater than forty (40) individuals and
10 the identity of such membership is readily ascertainable by inspection of
11 Defendants' records.

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

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

26 (d) Superiority: A Class Action is superior to other available methods for the
27 fair and efficient adjudication of the controversy, including consideration of:
28

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

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

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

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;

- (f) Withheld gratuities which were provided to Class Members by patrons;
- (g) Failed to indemnify Class Members for expenditures; and,
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

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

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

impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

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

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

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

35. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

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

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

38. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

3 40. By virtue of the Defendants' unlawful failure to pay additional compensation to
4 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
5 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
6 and the Class and which will be ascertained according to proof at trial.

7 41. By failing to keep adequate time records required by California Labor Code §
8 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
9 compensation due to Plaintiff and the Class.

10 42. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
11 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

12 43. California Labor Code § 204 requires employers to provide employees with all
13 wages due and payable twice a month. Throughout the statute of limitations period applicable to
14 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
15 by law, including minimum and straight time wages. However, during all such times, Defendants
16 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to
17 pay those wages twice a month.

18 44. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
19 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
20 Code §§ 218.5, 218.6, and 1194(a).

21 **SECOND CAUSE OF ACTION**

22 **(Against All Defendants for Failure to Pay Overtime Wages)**

23 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
24 1 through 25 in this Complaint.

25 46. California Labor Code § 510 provides that employees in California shall not be
26 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
27 receive additional compensation beyond their regular wages in amounts specified by law.

28 47. California Labor Code §§ 1194 and 1198 provide that employees in California shall

1 not be employed more than eight hours in any workday unless they receive additional
2 compensation beyond their regular wages in amounts specified by law. Additionally, California
3 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
4 by the IWC is unlawful.

5 48. At all times relevant hereto, Plaintiff and the Class have worked more than eight
6 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

7 49. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
8 overtime compensation for the hours they have worked in excess of the maximum hours
9 permissible by law as required by California Labor Code §§ 510 and 1198.

10 50. By virtue of Defendants' unlawful failure to pay additional premium rate
11 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
12 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
13 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
14 according to proof at trial.

15 51. By failing to keep adequate time records required by Labor Code § 1174(d),
16 Defendants have made it difficult to calculate the full extent of overtime compensation due to
17 Plaintiff and the Class.

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

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

27 **THIRD CAUSE OF ACTION**

28 **(Against All Defendants for Failure to Provide Meal Periods)**

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

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

56. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

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

FOURTH CAUSE OF ACTION

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

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

59. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the

1 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
2 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
3 an employer to require any employee to work during any rest period mandated under any Wage
4 Order.

5 60. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
6 Class to take rest breaks, regardless of whether employees worked more than four hours in a
7 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
8 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
9 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
10 § 226.7 and the applicable Wage Orders.

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

14 **FIFTH CAUSE OF ACTION**

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

17 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 25 in this Complaint.

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

25 64. Within the applicable statute of limitations, the employment of many other members
26 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
27 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
28 terminated Class Members, without abatement, all wages required to be paid by California Labor

Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

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

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

67. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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

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

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

9 72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
10 the Class have suffered injury and damage to their statutorily protected rights.

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

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

20 75. Plaintiff and the Class are entitled to recover from Defendants the greater of their
21 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

22 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
23 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
24 § 226(h).

25 **SEVENTH CAUSE OF ACTION**

26 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

27 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 25 in this Complaint.

78. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

80. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

81. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

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

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

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

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

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

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy;

1 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
2 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
3 & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum and Straight Time Wages**

5 87. Defendants' failure to pay minimum and straight time wages, and other benefits in
6 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
7 California Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Overtime Wages**

9 88. Defendants' failure to pay overtime compensation and other benefits in violation of
10 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Provide Meal Periods**

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

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

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

20 **Failure to Indemnify Business Expenses**

21 91. Defendants' failure to reimburse expenses incurred in accordance with California
22 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
23 California Business & Professions Code §§ 17200, *et seq.*

24 **Withholding of Gratuities**

25 92. Defendants' withholding of gratuities in violation of Labor Code § 354, constitutes
26 unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et*
27 *seq.*

28 93. By and through their unfair, unlawful and/or fraudulent business practices described

1 herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and
2 all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of
3 valuable rights and benefits guaranteed by law, all to their detriment.

4 94. Plaintiff and the Class Members suffered monetary injury as a direct result of
5 Defendants' wrongful conduct.

6 95. Plaintiff, individually, and on behalf of members of the putative Class, are entitled
7 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
8 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
9 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
10 the Class are not obligated to establish individual knowledge of the wrongful practices of
11 Defendants in order to recover restitution.

12 96. Plaintiff, individually, and on behalf of members of the putative class, are further
13 entitled to and do seek a declaration that the above-described business practices are unfair,
14 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
15 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
16 in the future.

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

24 98. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
25 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
26 withholdings.

27 99. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
28 putative Class Members 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; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION
(Against All Defendants for Failure to Furnish Safe and Healthful Employment or Place of Employment under Cal. Lab. Code §§ 6300 *et seq.*)

100. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

101. Division 5 of the Labor Code (sections 6300 *et seq.*) requires employers to furnish and assure safe and healthful employment, place of employment, and working conditions.

102. Plaintiff and other Aggrieved Employees suffered safety violations while working for Defendants.

103. Plaintiff has submitted a notice to the Division of Occupational Safety and Health ("DOSH"), and DOSH did not issue a citation to Defendants.

104. California Labor Code section 6427 imposes a civil penalty on an employer of \$12,471 for each instance of a safety violation.

105. California Labor Code section 6428 imposes a civil penalty on an employer of \$25,000 for each instance of a safety violation.

106. California Labor Code section 6429 imposes a civil penalty on an employer of \$124,709 for each instance of a safety violation.

107. California Labor Code section 6431 imposes a civil penalty on an employer of \$12,471 for each instance of a safety violation.

California Labor Code section 2699(f) imposes a civil penalty on an employer of \$100 or \$200 for each violation of Division 5 of the Labor Code, including but not limited to §§ 6300, 6301, 6311, 6400, 6401, 6402, 6403, 6401.7, 6404, 6406, 6423, 6425, 6426, 6427, 6428, 6429, 6430, 6431, 6432, and/or 6433, except for those Labor Code sections for which a civil penalty is specifically provided in the Code section.

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TENTH CAUSE OF ACTION
(Against All Defendants for Failure to Furnish Safe and Healthful Employment or Place of
Employment under Cal. Lab. Code §§ 6300 *et seq.*)

108. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

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

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

111. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. She gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee.

112. The LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

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

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiff be appointed as the representatives of the Class; and,

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

26. For statutory wage penalties pursuant to California Labor Code § 203 for former

employees who have left Defendants' employ;

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

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

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

As to the Sixth Cause of Action

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

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

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

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

39. For liquidated damages;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit

rest periods, and failing to indemnify employees for expenditures;

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

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

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

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

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

As to the Ninth and Tenth Causes of Action

48. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to reimburse expenses, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, failing to produce requested employment records, and failing to furnish safe and healthful employment or place of employment;

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

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

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

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

As to all Causes of Action

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

1
2 Dated: May 8, 2025

Respectfully submitted,

CLARKSON LAW FIRM

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4 By: /s/ Glenn A. Danas

Glenn A. Danas

Maxim Gorbunov

Attorneys for Plaintiff

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8 **DEMAND FOR JURY TRIAL**

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

10 Dated: May 8, 2025

CLARKSON LAW FIRM

11
12 By: /s/ Glenn A. Danas

Glenn A. Danas

Maxim Gorbunov

13
14 Attorneys for Plaintiff

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PROOF OF SERVICE

Pae, et al. v. Tower EV LLC, et al.
Case No. 25STCV00717

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 22525 Pacific Coast Highway, Malibu, CA 90265.

On May 8, 2025, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows

DUANE MORRIS LLP

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Brooke Tabshouri (State Bar No. 279145)

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[X] (VIA ELECTRONIC SERVICE) By serving an electronic version of the document(s) described above via Case Anywhere (www.caseanywhere.com), pursuant to court order, to the persons set forth above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 8, 2025.

Antonia Smith

Antonia Smith