

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
edward.choi@choiandassociates.com

David J. Lee, Esq., State Bar No. 296294
DAVID LEE LAW, APC
515 S. Flower Street, Suite 1900
Los Angeles, California 90071
T: (213) 236-3536
F: (866) 658-4722
david@davidjleelaw.com

Brandon M. Banks, SBN 314667
BRANDON BANKS LAW, APC
3223 Webster Street
San Francisco California 94123
Phone: (415)606-7017
Email: brandon@brandonbanksllaw.com

Attorneys for Plaintiffs and the Class

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

CHARLES HARRIS and YASEEN
ABDULRAHMAAN, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

AMERICAN FREIGHT MANAGEMENT
COMPANY LLC, a Corporation,
AMERICAN FREIGHT MANAGEMENT
CO., a Corporation, and DOES 1 through 100,
inclusive,

Defendants.

) Case No. 34-2022-00329805
)
) [Assigned for All Purposes to Honorable Lauri
) Damrell in Department 28]
)
)
) **FIRST AMENDED CLASS ACTION**
) **COMPLAINT FOR:**
)
)
) **1. VIOLATION OF LABOR CODE §§510,**
) **558 & 1194;**
) **2. VIOLATION OF LABOR CODE**
) **§§226.7 & 512 FOR FAILURE TO**
) **PROVIDE MEAL PERIODS;**
) **3. VIOLATION OF LABOR CODE § 226;**
) **4. VIOLATION OF CAL. BUS. & PROF.**
) **CODE § 17200, ET SEQ.; AND**
) **5. VIOLATION OF LABOR CODE §2698,**
) **ET. SEQ.**
)

1 Plaintiffs CHARLES HARRIS and YASEEN ABDULRAHMAAN (“Plaintiffs”) hereby
2 submit their First Amended Class Action Complaint against Defendants AMERICAN FREIGHT
3 MANAGEMENT COMPANY LLC and AMERICAN FREIGHT MANAGEMENT CO., and
4 DOES 1-50 (hereinafter collectively referred to as “Defendants”) on behalf of themselves and
5 the class of all other similarly situated current and former employees of Defendants for failing to
6 provide accurate overtime wages, meal break premium wages, itemized wage statements, and
7 waiting time penalties under California Labor Code statutes, and for restitution relief as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code §§
10 201-203, 226, 226.7, 510, 512, 558, 1194, 2698, *et seq.*, Business and Professions Code § 17200,
11 *et seq.* and the applicable Wage Orders of the California Industrial Welfare Commission
12 (“IWC”).

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

15 3. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees for failure to provide accurate records of Plaintiffs and
18 Class Members.

19 4. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 have engaged in, among other things a system of willful violations of the California Labor Code
21 by creating and maintaining policies, practices and customs that knowingly deny employees the
22 above stated rights and benefits.

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code §§
25 201-203, 226, 226.7, 510, 512, 558, 1194, 2698, *et seq.*, Business and Professions Code § 17200,
26 *et seq.* and IWC Wage Order.

27 6. Venue is proper in Sacramento County, because Defendants are located in
28 Sacramento County and Plaintiffs worked for Defendants in Sacramento County.

PARTIES

7. Plaintiff CHARLES HARRIS (“HARRIS”) began working for Defendants on or about April 2022 and was employed as an Assistant Store Manager. Plaintiff HARRIS was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed to him by California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 2698, *et seq.*, and the IWC Wage Orders.

8. Plaintiff YASEEN ABDULRAHMAAN (“ABDULRAHMAAN”) began working for Defendants on or about January 8, 2022 and was employed as a Store Manager until October 18, 2022. Plaintiff ABDULRAHMAAN was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed to him by California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 2698, *et seq.*, and the IWC Wage Orders.

9. Plaintiffs are informed and believe and based thereon allege, that Defendant AMERICAN FREIGHT MANAGEMENT COMPANY LLC, is a Limited Liability Company (“Defendant” or “AFMC, LLC”) incorporated in the State of Delaware and is authorized to do business in the State of California. Plaintiffs are informed and believe and based thereon allege, that AFMC, LLC operates retail stores throughout the State of California, including in the county of Sacramento.

10. Plaintiffs are informed and believe and based thereon allege, that Defendant AMERICAN FREIGHT MANAGEMENT CO. (“Defendant” or “AFMC”) was and is a California Corporation, does business throughout the State of California, including in the county of Sacramento. Defendants AFMC, LLC and AFMC are collectively referred to as “Defendants”).

11. Plaintiffs are informed and believe and based thereon allege, that at all times herein mentioned Defendant and DOES 1 through 100, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants’

business, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, Business and Professions Code § 17200, et seq. and IWC Wage Order.

13. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of the Defendant sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believe and based thereon allege that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiffs and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

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

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

17. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times

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

CLASS ACTION ALLEGATIONS

18. Definition: The named individual Plaintiffs seek class certification, pursuant to California Code of Civil Procedure § 382. Plaintiffs propose the following Class Definition:

a. All current and former individuals who worked in California for Defendants from November 10, 2018 to the present.

Plaintiffs further propose the following Sub-Classes:

b. All current and former individuals who worked in California for Defendants from November 10, 2018 to the present who were paid non-discretionary remuneration, including, but not limited to Sales Bonus and overtime wages in the same pay period (the "OVERTIME SUB-CLASS"); and

c. All current and former individuals who worked in California for Defendants from November 10, 2018 to the present who were paid non-discretionary remuneration, including, but not limited to Sales Bonus and meal break premium wages in the same pay period (the "MEAL BREAK SUB-CLASS").

19. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiffs are informed and believe and based thereon allege, that Defendants: (a) failed to provide proper overtime wages; (b) failed to provide pay proper meal break premium wages; (c) failed to provide accurate wage statements; (d) failed to pay waiting time penalties and (e) engaged in Unfair Business Practices, all in violations of the Labor Code and IWC Wage Orders.

20. Adequacy of Representation: The named Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the class and

1 individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class
2 actions in the past and currently have a number of wage-and-hour class actions pending in
3 California courts.

4 21. Defendants uniformly administered a corporate policy, practice that: (a) failed to
5 provide proper overtime wages; (b) failed to provide pay proper meal break premium wages; (c)
6 failed to provide accurate wage statements; (d) failed to pay waiting time penalties and (e)
7 engaged in Unfair Business Practices, all in violations of the Labor Code and IWC Wage Orders.

8 22. Plaintiffs are informed and believe and based thereon allege, that this corporate
9 conduct is accomplished with the advance knowledge and designed intent to willfully and
10 intentionally fail to identify the correct legal name of the employer.

11 23. Plaintiffs are informed and believe and based thereon allege, that Defendants had a
12 consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
13 Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, Business and Professions Code § 17200, et
14 seq. and IWC Wage Order.

15 24. **Common Question of Law and Fact:** There are predominant common questions of
16 law and fact and a community of interest amongst Plaintiffs and the claims of the Class
17 concerning Defendant's policy and practice of that: (a) failed to provide proper overtime wages;
18 (b) failed to provide pay proper meal break premium wages; (c) failed to provide accurate wage
19 statements; (d) failed to pay waiting time penalties and (e) engaged in Unfair Business Practices,
20 all in violations of the Labor Code and IWC Wage Orders.

21 25. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the
22 Class in that Plaintiffs have suffered the harm alleged in this Complaint in a similar and typical
23 manner as the Class members. Plaintiffs worked for Defendants, providing services to
24 Defendants' clients/customers in that basis. Plaintiffs were not (a) paid proper overtime wages;
25 (b) paid proper meal break premium wages; (c) provided accurate wage statements; (d) paid
26 waiting time penalties, all in violations of the Labor Code and IWC Wage Orders provided
27 proper wages and were not provided proper wage statements. Therefore, Plaintiffs are members
28 of the Class and have suffered the alleged violations of California Labor Code §§ 201-203, 226,

1 226.7, 510, 512, 558, 1194, Business and Professions Code § 17200, et seq. and IWC Wage
2 Order.

3 26. The California Labor Code and upon which Plaintiffs base their claims are broadly
4 remedial in nature. These laws and labor standards serve an important public interest in
5 establishing minimum working conditions and standards in California. These laws and labor
6 standards protect the average working employee from exploitation by employers who may seek
7 to take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment.

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

19 28. The prosecution of separate actions by the individual class members, even if possible,
20 would create a substantial risk of (a) inconsistent or varying adjudications with respect to
21 individual Class members against the Defendants and which would establish potentially
22 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
23 individual Class members which would, as a practical matter, be dispositive of the interest of the
24 other Class members not parties to the adjudications or which would substantially impair or
25 impede the ability of the Class members to protect their interests. Further, the claims of the
26 individual members of the Class are not sufficiently large to warrant vigorous individual
27 prosecution considering all of the concomitant costs and expenses.

28 29. Such a pattern, practice and uniform administration of corporate policy regarding

1 illegal employee compensation described herein is unlawful and creates an entitlement to
2 recovery by Plaintiffs and the Class identified herein, in a civil action, for applicable penalties,
3 reasonable attorney's fees, and costs of suit according to the mandate of California Labor Code
4 §§201-203, 226, 226.7, 510, 512, 558, 1194, Business and Professions Code § 17200, et seq. and
5 IWC Wage Order.

6 30. Proof of a common business practice or factual pattern, which the named Plaintiffs
7 experienced and are representative of, will establish the right of each of the members of the Class
8 to recovery on the causes of action alleged herein.

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

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

15 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS AND ON BEHALF OF THE**
16 **OVERTIME SUB-CLASS)**

17 32. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
18 fully set for herein.

19 33. At all times relevant herein, DEFENDANTS failed to correctly calculate the regular
20 rate of pay by not including all non-discretionary remuneration in the regular rate of pay,
21 including without limitation, Sales Bonuses. Specifically, whenever non-discretionary
22 remuneration, such as "Sales Bonus", was paid to the employees, such amounts were not
23 included/factored into the regular rate of pay for purposes of overtime wages. As such, the
24 overtime wage rates should have been paid at a higher rate than 1.5 times the base rate of pay.

25 34. As a pattern and practice, DEFENDANTS regularly failed to pay Plaintiffs and other
26 members of the Class their correct overtime wages pursuant to Labor Code §§ 510, 558, and
27 1194 and accordingly owe waiting time penalties pursuant to Labor Code §§201-203.

28 35. The conduct of DEFENDANTS and their agents and employees as described herein

1 was willfully done in violation of Plaintiffs and other members of the Class' rights, and done by
2 managerial employees of DEFENDANTS.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE §§226.7 & 512 FOR FAILURE TO PROVIDE MEAL**
5 **PERIODS**

6 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS AND ON BEHALF OF THE MEAL**
7 **BREAK SUB-CLASS)**

8 36. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
9 fully set for herein.

10 37. DEFENDANTS failed in their affirmative obligation to provide all of their
11 employees, including Plaintiffs and other members of the Class, the opportunity to take meal
12 periods in accordance with the mandates of the California Labor Code and the applicable IWC
13 Wage Order. Plaintiffs and other members of the Class were suffered and permitted to work
14 through legally required meal breaks, not provided timely meal periods and were denied the
15 opportunity to take their meal breaks. As such, DEFENDANTS are responsible for paying
16 premium compensation for missed meal periods pursuant to Labor Code § 226.7 and IWC Wage
17 Order No. 5 § 11(B).

18 38. Plaintiffs and other members of the Class regularly worked in excess of five (5) hours
19 per day and accordingly had a right to take a 30-minute meal period each day worked in excess
20 of five (5) hours. Furthermore, Plaintiffs and other members of the Class who worked in excess
21 of ten (10) hours per day had a right to take a second 30-minute meal period each day worked in
22 excess of ten (10) hours.

23 39. Whenever Plaintiffs and other members of the MEAL BREAK SUB-CLASS were
24 paid meal break premium wages during the same workweek that they earned non-discretionary
25 remuneration, such as a "Sales Bonus", Defendants did not include the non-discretionary
26 remuneration into the regular rate of pay for purposes of paying meal break premium wages.

27 40. As a pattern and practice, DEFENDANTS regularly required employees to work
28 through their meal periods, and/or provided meal periods in an untimely manner, denied

1 Plaintiffs and their employees the right to take proper meal periods as required by law, and pay
2 proper meal break premium wages.

3 41. This policy of requiring employees to work through their legally mandated meal
4 periods and not allowing them to take proper meal periods is a violation of California law.

5 42. Plaintiffs are informed and believe and based thereon allege that DEFENDANTS
6 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
7 premium compensation set out in Labor Code § 226.7 and IWC Wage Order No. 5 § 11(B) and
8 that Plaintiffs and those employees similarly situated as him are owed wages for the meal period
9 violations set forth above. Plaintiffs are informed and believe and based thereon allege
10 DEFENDANTS' willful failure to provide Plaintiffs and other members of the Class the wages
11 due and owing them upon separation from employment results in a continued payment of wages
12 up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and other
13 members of the Class who have separated from employment are entitled to compensation
14 pursuant to Labor Code § 203.

15 43. Such a pattern, practice and uniform administration of corporate policy as described
16 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and other members of
17 Class identified herein, in a civil action, for the unpaid balance of the unpaid premium
18 compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 5 § 11(B), including
19 interest thereon, penalties, reasonable attorney's fees, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 226**

22 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS AND ON BEHALF OF ALL**
23 **CLASSES)**

24 44. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
25 fully set for herein.

26 45. Defendants failed in their affirmative obligation to provide accurate itemized
27 wage statements. Defendants, as a matter of policy and practice, did not provide accurate
28 records as required under California Labor Code § 226 by failing as a matter of policy and

1 practice to provide accurate records of Plaintiffs and the Class members' correct hourly rates and
2 proper overtime rates.

3 46. Such a pattern, practice and uniform administration of corporate policy as
4 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the
5 Classes identified herein, in a civil action, for all damages or penalties pursuant to California
6 Labor Code § 226, including interest thereon, attorney's fees, and costs of suit according to the
7 mandate of California Labor Code § 226.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATIONS OF BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***
10 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS AND ON BEHALF OF ALL OF THE**
11 **CLASSES)**

12 47. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
13 fully set forth herein.

14 48. Defendants, and each of them, have engaged and continue to engage in unfair and
15 unlawful business practices in California by (a) failing to pay proper overtime wages; and (b)
16 failing to provide proper meal break premium wages.

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

19 50. Plaintiffs seek, individually and on behalf of other members of the Class similarly
20 situated, full restitution of monies, as necessary and according to proof, to restore any and all
21 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
22 complained of herein.

23 51. Plaintiffs are informed and believe, and based thereon allege, that at all times herein
24 mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as
25 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
26 forth herein above thereby depriving Plaintiffs and other members of the Class the minimum
27 working condition standards and conditions due to them under the California laws as specifically
28 described therein.

1 **FIFTH CAUSE OF ACTION**

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

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

5 52. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though
6 fully set forth herein.

7 53. Plaintiffs seek penalties on behalf of the State of California for violations of Labor
8 Code §§201-203, 226, 226.7, 510, 512, 558, 1194 and 2698, *et seq.*, committed against all
9 similarly aggrieved non-exempt employees who were paid any wages at any time from October
10 28, 2021, through the present.

11 54. On or about October 28, 2022, Plaintiffs sent written notice to the California Labor &
12 Workforce Development Agency (the “LWDA”) of Defendants’ violation of Labor Code §§201-
13 203, 226, 226.7, 510, 512, 558, 1194 pursuant to Labor Code § 2698, *et seq.*, the Private
14 Attorneys General Act (the “PAGA”). Plaintiff also sent written notice of said Labor Code
15 violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of the date of the
16 filing of this Complaint, the LWDA has not provided written notice regarding whether it intends
17 to investigate the Labor Code violations set forth in Plaintiff’s written notice.

18 55. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
19 applicable civil penalties for Defendants’ violation of Labor Code §§201-203, 226, 226.7, 510,
20 512, 558, 1194 for the time period described above, on behalf of themselves and other Aggrieved
21 Employees.

22 56. Such a pattern, practice and uniform administration of corporate policy as described
23 herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of
24 California, in a civil action, for penalties pursuant to the PAGA, Labor Code §§ 226.3 and
25 2699(a), including interest thereon, attorneys’ fees, and costs of suit according to the mandate of
26 PAGA for Defendant’s violations Labor Code §§201-203, 226, 226.7, 510, 512, 558, 1194, as
27 well as attorneys’ fees and costs.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose
3 behalf this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed classes;
- 5 2. For an order appointing Plaintiffs as the representatives of the classes as described
6 herein;
- 7 3. For an order appointing Counsel for Plaintiffs as class counsel;
- 8 4. Upon the First Cause of Action, for damages and penalties pursuant to statute as
9 set forth in California Labor Code § 510, 558, and 1194, unpaid waiting time penalties pursuant
10 to statute as set forth in California Labor Code §203, and for costs and attorney's fees;
- 11 5. Upon the Second Cause of Action, for damages or penalties pursuant to statute as
12 set forth in California Labor Code § 226.7, unpaid waiting time penalties pursuant to statute as
13 set forth in California Labor Code §203, and for costs and attorney's fees;
- 14 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as
15 set forth in California Labor Code § 226, and for costs and attorney's fees;
- 16 7. Upon the Fourth Cause of Action, for restitution to Plaintiffs and other similarly
17 effected members of the general public of all funds unlawfully acquired by Defendants by means
18 of any acts or practices declared by this Court to be in violation of Business and Professions
19 Code § 17200, *et seq.*;
- 20 8. Upon the Fifth Cause of Action, for civil penalties, costs and attorneys' fees
21 pursuant to Labor Code §§ 226.3 and 2699;
- 22 9. On all causes of action for attorneys fees and costs as provided by California
23 Labor Code §§ 226, 1194, 2698, *et seq.* and Code of Civil Procedure § 1021.5, and
- 24 10. For such other and further relief the Court may deem just and proper.

25
26 ///

27 ///

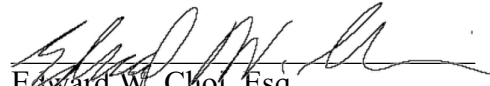
28 ///

1 Dated: January 10, 2023

Respectfully Submitted,

2 LAW OFFICES OF CHOI & ASSOCIATES

3
4 By:


Edward W. Choi, Esq.

5 Attorney for Plaintiffs and the Class
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

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

On January 10, 2023, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Boris Sorsher
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
bsorsher@fisherphillips.com

Brandon Banks
BRANDON BANKS LAW, APC
3223 Webster Street
San Francisco, CA 94123
brandon@brandonbanksllaw.com

David Lee
DAVID LEE LAW
515 S. Flower Street, Suite 1900
Los Angeles, California 90071
david@davidjleelaw.com
info@davidjleelaw.com

 X

BY MAIL

 X

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

 X

BY ELECTRONIC SERVICE

I caused such document to be served on the offices of the addressees via electronic mail.

 X

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

(Federal) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on January 10, 2023, at Los Angeles, California.



Jacqueline Park