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

10
11 KRISTINE KAESTNER, on behalf of herself
and all similarly situated individuals,

12 Plaintiff,

13 v.

14 MY JOURNEY TRANSPORT, a California
15 corporation, JOURNEY VIA GURNEY, LLC,
a California limited liability company, and
16 DOES 1 through 10, inclusive,

17 Defendants.
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CASE NO: 34-2022-00330013

Assigned to the Hon. Lauri Damrell, Dept. 28

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

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1194 AND 1194.2)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 9-2001)**

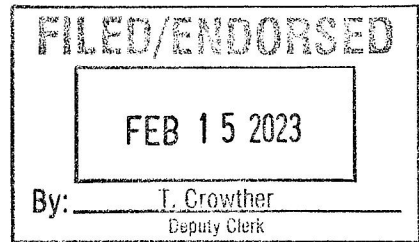
**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 510,
512, AND 1194); IWC WAGE ORDER 9-
2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**5. FAILURE TO MAINTAIN REQUIRED
RECORDS (LABOR CODE §§ 226, 1174,
AND 1174.5)**

**6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

7. CIVIL PENALTIES PURSUANT TO



BY FAX

**LABOR CODE § 2698 ET SEQ. FOR
VIOLATIONS OF LABOR CODE §§ 201,
202, 226, 226(a), 226.7, 510, 512, 1174,
1174.5, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

DEMAND FOR JURY TRIAL

Complaint Filed: November 18, 2022

Plaintiff KRISTINE KAESTNER (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class”), and on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of Defendants, and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class and Representative Action pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for MY JOURNEY TRANSPORT, a California corporation, JOURNEY VIA GURNEY, LLC, a California limited liability company, and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) within the State of California.

2. From the date at least four (4) years prior to the filing of this Action (the “liability period”), Defendants have had a consistent policy of failing to pay the Class Members (as defined below) all minimum and overtime wages due, premium wages due in lieu of missed, denied and unauthorized meal and rest periods, failing to provide Class Members accurately itemized wage statements, failing to maintain required records, and failing to timely pay Class Members their wages upon separation of employment.

3. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194 and 1194.2 seeking compensation for all unpaid minimum and overtime wages, premium meal and rest period wages, liquidated damages, statutory penalties, injunctive relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and Class Members and pursuant to Business & Professions Code §§ 17200-17208, also seeks restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages to the Class Members.

5. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code § 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue as to each Defendant is proper in Sacramento County Superior Court. The Labor Code violations alleged against each Defendant herein arose in Sacramento County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff KRISTINE KAESTNER has been employed by Defendants since April 2022 as a non-exempt employee in Sacramento County, California.

8. During her work with Defendants, Plaintiff was, and continues to be:

- a. Denied the payment of all wages due and owing during employment;
- b. Willfully denied meal and rest breaks or premium wages in lieu thereof;
- c. Willfully denied accurately itemized wage statements; and
- d. Willfully denied the production of her requested employee file.

B. Defendants

9. Defendant MY JOURNEY TRANSPORT is a California corporation that operates in California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Sacramento County, State of California.

10. Defendant JOURNEY VIA GURNEY, LLC, is a California limited liability that operates in California. Defendant JOURNEY VIA GURNEY, LLC employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Sacramento County, State of California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is

1 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
2 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
3 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
4 designated hereinafter as DOES when such identities become known.

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

9 13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
10 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
11 provisions of the California Labor Code as alleged herein.

12 III.

13 CLASS ACTION ALLEGATIONS

14 14. Plaintiff brings this action on behalf of herself and all others similarly situated as a
15 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
16 following class composed of and defined as follows:

17 THE CLASS

18 All current and former non-exempt California employees of
19 Defendants at any time during the four (4) years prior to the filing of
20 this Action, plus any additional time tolled by the California State
21 Judicial Council pursuant to Emergency Rule 9 in response to the
22 COVID-19 pandemic and continuing through the present.

23 15. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
24 modify this class description with greater specificity or further division into subclasses or limitation
25 to particular issues.

26 16. This action has been brought and may properly be maintained as a class action under
27 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
28 interest in the litigation and the proposed Classes is easily ascertainable.

A. Numerosity

17. The potential Class Members as defined are so numerous that joinder of all the members each the Class impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

18. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiff alleges that Defendants' employment records would provide information as to the number and location of Class Members. Joinder of Class Members not practicable.

B. Commonality

19. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants failed to pay all minimum and overtime wages due and owing to Plaintiff and Class Members, in violation of Labor Code §§ 510, 1194 and 1194.2;
- b. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7, and IWC Wage Order 9-2001;
- c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 9-2001;
- d. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);
- e. Whether Defendants failed to maintain accurate required records for Plaintiff and Class Members, in violation of Labor Code §§ 1174 and 1174.5; and

f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

20. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

21. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

22. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

23. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES**

6 **(LABOR CODE §§ 510, 1194 AND 1194.2)**

7 24. Plaintiff incorporates paragraphs 1 through 23 of this Complaint as though fully set
8 forth herein.

9 25. During the liability period, Defendants require Plaintiff and Class Members to be on
10 call for twelve hours: if they are not called into work, they are only paid for two hours, and if they are
11 called into work, they are only paid for the time spent working, notwithstanding the fact they are
12 subject to Defendants' control during this on-call time. An employer is obligated to pay the wages of
13 an hourly employee for all time that the employee is under the control of the employer, and this
14 includes all the time the employee is suffered or permitted to work, whether or not required to do so.
15 When Plaintiff and Class Members are on-call, they are under the control of Defendants and required
16 to be compensated for all hours worked. Defendants, however, fail to do this. These instances deprive
17 Plaintiff and Class Members of significant hours worked and minimum and overtime wages due, and
18 constitute violations of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 9-2001.

19 26. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum
20 and overtime wages, Plaintiff and Class Members have been deprived of wages in amounts to be
21 determined at trial, and are entitled to restitution and recovery of such amounts, liquidated damages,
22 plus interest thereon, attorneys' fees, and costs pursuant to Labor Code §§ 1194 and 1194.2.

23 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 9-2001)

27. Plaintiff incorporates paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 9-2001.

29. Defendants failed to provide Plaintiff and Class Members proper rest periods, or compensation in lieu thereof, in violation of Labor Code § 226.7 and IWC Wage Order 9-2001. Due to the busy nature of their work schedule, they were unable to always take, and not authorized to take, 10-minute rest periods for every four hours of work or major fraction thereof. Plaintiff and Class Members were simply denied and not authorized to take their legally entitled rest periods and were never paid premium wages for missed rest periods.

30. Pursuant to Labor Code § 226.7 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all rest period compensation which Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 510, 512 AND 1194 AND IWC WAGE ORDER 9-2001)

31. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set forth herein.

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32. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001.

33. Defendants failed to provide Plaintiff and Class Members with proper meal periods, or compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeds five hours in duration, or a second, uninterrupted, 30-minute meal period for every shift worked that exceeds ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. When Plaintiff and Class Members do receive a meal period, it is typically late, short, interrupted, or they have to clock out and continue working, which also deprives them of all wages due since they are not paid for all hours worked. This violates Labor Code §§ 226.7, 510, 512, 1194 and IWC Wage Order 9-2001.

34. Pursuant to Labor Code §§ 226.7, 510, 512, 1194 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all unpaid wages and premium meal period compensation which Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND CLASSES I AND II AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

35. Plaintiff incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
2 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
3 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
4 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
5 her social security number or an employee identification number other than a social security number,
6 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
7 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
8 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
9 226(a).

10 37. As stated above, Plaintiff and Class Members were not paid all minimum and overtime
11 wages due and all premium meal and rest period wages due. As such, the wage statements issued by
12 Defendants fail to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), the
13 total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor
14 Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked, in violation of Labor Code § 226(a)(9).

16 38. As a consequence of Defendants' willful conduct in failing to provide Class Members
17 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
18 have not been paid all wages due and/or were issued wage statements which do not reflect, and fail
19 to state, all information required by Labor Code § 226(a). As a result, Plaintiff and Class Members
20 are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages
21 or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation
22 in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are
23 entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

24 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO MAINTAIN REQUIRED RECORDS

(LABOR CODE §§ 226, 1174, AND 1174.5)

39. Plaintiff incorporates paragraphs 1 through 38 of this Complaint as though fully set forth herein.

40. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements. Defendants also refused to produce Plaintiff's requested employee file. This violates Labor Code §§ 1174 and 1174.5

41. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to penalties pursuant to California Labor Code §§ 226(e) and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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IX.
SIXTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set forth herein.

43. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and on behalf of the general public, and on behalf of others similarly situated, bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

44. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

45. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

46. Wage and hour laws express fundamental public policies. Properly providing employees with all wages due is a fundamental public policy of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

47. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 48. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
4 §17200 *et seq.* of the Business & Professions Code.

5 49. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
7 17200 *et seq.* of the Business & Professions Code.

8 50. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
9 similarly situated have been damaged in a sum as may be proven.

10 51. Unless restrained by this Court, Defendants will continue to engage in unlawful
11 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
12 should make such orders or judgments, including the appointment of a receiver, as may be necessary
13 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
14 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
15 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
16 money Defendants have unlawfully failed to pay.

17 **X.**

18 **SEVENTH CAUSE OF ACTION**

19 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
20 **PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS OF**
21 **LABOR CODE §§ 201, 202, 226, 226(a), 226.7, 510, 512, 1174, 1174.5, AND 1194 AND**
22 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§**
23 **226.3 AND 558**

24 52. Plaintiff incorporates paragraphs 1 through 51 of this Complaint as though fully set
25 forth herein.

26 53. As a result of the acts alleged above, including the Labor Code violations set forth
27 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

28 54. For each such violation, Plaintiff and all other aggrieved employees are entitled to

penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226, 226(a), 226.7, 510, 512, 1174, 1174.5, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

55. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

56. On November 9, 2022, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of November 9, 2022. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as described below.

XI.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of all wages not paid to Plaintiff and Class Members pursuant to Labor Code § 1194;
2. For liquidated damages in the amount of all minimum wages not paid to Plaintiff and Class Members pursuant to Labor Code § 1194.2;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;

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1 4. For compensatory damages in the amount of one hour of wages for each day on which
2 a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §
3 226.7;

4 5. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;

5 6. For penalties pursuant to Labor Code § 2698 *et seq.*, for Plaintiff and all other
6 Aggrieved Employees;

7 7. An award of prejudgment and post-judgment interest;

8 8. For restitution for unfair competition pursuant to Business & Professions Code §
9 17200 *et seq.* for Plaintiff and Class Members;

10 9. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h),
11 1194, 2699(g)(1), and other applicable law;

12 10. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and
13 other applicable law; and

14 11. Such other and further relief as this Court may deem just and proper.

15 Dated: February 15, 2023

Respectfully submitted,

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17 GAINES & GAINES
A Professional Law Corporation

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19 By: Daniel F. Gaines
20 DANIEL F. GAINES
EVAN S. GAINES
21 Attorney for Plaintiff

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

24 Dated: February 15, 2023

Respectfully submitted,

25 GAINES & GAINES
26 A Professional Law Corporation

27 By: Daniel F. Gaines
28 DANIEL F. GAINES
EVAN S. GAINES
Attorney for Plaintiff

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura State of California. I am over the age of 18 and not a party to the within
3 action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On February 15, 2023, I served the foregoing document described as **FIRST AMENDED CLASS**
6 **AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing a true copy
7 thereof enclosed in sealed envelopes addressed as follows:

8 **Christine D. Baran, Esq.**
9 **Lauren Roseman, Esq.**
10 **FISHER & PHILLIPS LLP**
11 **2050 Main Street, Suite 1000**
12 **Irvine, CA 92614**

13 On the above date:

14 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
15 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
16 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
17 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
18 meter date is more that one day after date of deposit for mailing in affidavit.

19 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
20 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier
21 or driver authorized by the express carrier to receive documents.

22 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Westlake Village,
23 California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to
24 Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984
25 and the telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly
26 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the
27 facsimile transmission cover sheet and the transmission report are attached to this proof of service.

28 _____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

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

Executed on February 15, 2023, at Westlake Village, California.

23 *Katherine Soriano*
24 KATHERINE SORIANO