

Electronically FILED by Superior Court of California, County of Los Angeles on 11/10/2022 03:39 PM Sherri R. Carter, Executive Officer/Clerk of Court, by G. Carini, Deputy Clerk

Nazo Koulloukian, SBN 263809
 nazo@koullaw.com
KOUL LAW FIRM
 3435 Wilshire Blvd., Suite 1710
 Los Angeles, CA 90010
 Telephone: (213) 761-5484
 Facsimile: (818) 561-3938

Attorneys for Plaintiff,
 LUCIA ARIAS,
 and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LUCIA ARIAS, an individual, on behalf of
 himself and all others similarly situated,

Plaintiff,

vs.

SANDER'S CANDY FACTORY, INC., a
 California Corporation, and DOES 1-50,
 inclusive,

Defendants.

Case No.: **22STCV35815**

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Provide Rest Breaks**
- 2. Failure to Pay Accrued Vacation Upon Separation**
- 3. Failure to Pay Wages Due Upon Termination**
- 4. Failure to Provide One Day's Rest in Seven**
- 5. Failure to Provide Accurate Itemized Wage Statements**
- 6. Unlawful Business Practices
 Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

Plaintiff LUCIA ARIAS, individually, and on behalf of all others similarly situated
 (collectively "Plaintiffs"), alleges as follows:

NATURE OF THE ACTION

1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
 employment class action complaint on behalf of herself, and all others similarly situated against

1 SANDER’S CANDY FACTORY, INC., and the other Defendants DOES 1-50, inclusive,
2 (hereafter collectively “Defendant” or “Defendants”).

3 2. Defendants SANDER’S CANDY FACTORY, INC. is a candy manufacturing company.
4 Plaintiff LUCIA ARIAS worked as an hourly, non-exempt employee until November 20, 2021.
5 Plaintiff and the proposed class earn at or near minimum wage.

6 3. As described further below, Defendants have violated the California Labor Code by (1)
7 failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (2) failing to pay accrued vacation
8 upon separation (§227.3, 558); (3) failing to pay wages due upon termination (§201, 202, 203,
9 256); (4) day of rest violations (551, 552, 558); (5) and failing to provide accurate wage statements
10 and maintain accurate records (§226, 1174, 1174.5); and (6) unlawful and unfair business practices
11 (Bus. & Prof. Cod3 §17200, et. seq.).

12 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
13 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
14 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
15 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
16 California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as
17 “Class”), also seeks injunctive relief and restitution of all benefits Defendants have received from
18 their unlawful actions as alleged herein.

19 5. The “Class Period” is designated as the four-year period prior to the filing of this
20 Complaint through the date of final disposition of this action. From the start of the Class Period
21 through the present, Defendants have had a policy and/or practice of among other violations: late
22 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, not reimbursing required
23 business expenses, issuing inaccurate wage statements, and ignoring and violating California wage
24 and hour laws, in their business as more fully set forth below.

25 6. Defendants have treated all persons employed in California in such a way as to violate
26 California’s laws governing conditions of employment and payment of wages owed. Plaintiff
27 asserts that Defendants have knowingly and with conscious disregard of the law refused to pay the
28 Class Members all wages owed, including overtime wages and meal and rest break penalty wages.

1 Defendants have violated numerous Labor Code provisions, as set forth herein. Class Members
2 are owed their back pay, plus interest and/or premiums and penalties under Business and
3 Professions Code section 17203 to compensate Class Members and Class Members for the delay
4 in receiving wages due.

5 7. Defendants, by and through their actions, have engaged in unfair competition, requiring
6 restitution to persons affected and disgorgement of profits so obtained.

7 **THE PARTIES**

8 8. Plaintiff LUCIA ARIAS is an individual who resides in California and worked for
9 Defendants as an hourly, non-exempt employee until November 20, 2021.

10 9. Defendants SANDER'S CANDY FACTORY, INC. is a California corporation, doing
11 business in California with the capacity to sue and to be sued and doing business, in Los Angeles
12 County, State of California. Defendants exercised control over the wages, hours, and/or working
13 conditions of Plaintiff and members of the proposed class throughout the liability period.

14 10. Defendants Does 1-50, inclusive, are sued herein under fictitious names. Their true
15 names and capacities are unknown to Plaintiff. When their true names and capacities are
16 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
17 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named
18 Defendants are responsible in some manner for the occurrences herein alleged, and that the
19 damages sustained by Plaintiff and the Class Members herein alleged were proximately caused by
20 such Doe Defendants.

21 11. Plaintiff is informed and believes and thereon alleges that each Defendants, directly or
22 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
23 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
24 believes and thereon alleges that each Defendants acted in all respects pertinent to this action as
25 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
26 pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

1 20. Defendants failed to provide employees with ‘one day’s rest in seven as required by
2 Cal. Lab. Code §§551 and 552.

3 21. Defendants further failed to provide timely, accurate, itemized wage statements to
4 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

5 22. Based upon the above allegations, Defendants engaged in unfair competition.

6 **CALIFORNIA CLASS ACTION ALLEGATIONS**

7 23. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
8 to recover from Defendants for failure to comply with California wage and hour laws, and for
9 claims under Business and Professions Code § 17200.

10 24. This action has been brought and may properly be maintained as a class action
11 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
12 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
13 employees who have been similarly injured by Defendants’ unlawful employment policies and
14 practices.

15 25. The “Relevant Time Period” or proposed “Class Period” as defined herein commences
16 four years prior to the date of filing this Complaint.

17 26. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
18 Civil Procedure §382 on behalf of the following defined groups:

19 27. Proposed Class: “All persons who are employed or have been employed by
20 Defendants in the State of California as hourly, non-exempt workers during the period of the
21 relevant statute of limitations.”

22 28. Proposed Sub-classes:

23 A. All persons who are employed or have been employed by Defendants in the
24 State of California as hourly, non-exempt workers during the period of the
25 relevant statute of limitations, who worked one or more shift in excess of five
26 (5) hours.

27 B. All persons who are employed or have been employed by Defendants in the
28 State of California as hourly, non-exempt workers during the period of the

relevant statute of limitations, who worked one or more shifts in excess of six (6) hours.

C. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of eight (8) hours.

D. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of three and one-half hours (3 ½), but less than or equal to six (6) hours.

E. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

F. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendants.

G. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

H. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who were not reimbursed for required business expenses.

I. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the

relevant statute of limitations, who had accrued, unpaid vacation due at separation that was not paid at the time of separation.

29. This action is brought, and may properly be maintained, as a class action under CCP §382 because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses (collectively “Class”) are easily ascertainable.

30. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendants employed over 50 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendants’ possession and control.

31. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendants’ common, unlawful policies, practices, and procedures described above. The Plaintiff’s positions at the company was typical of those of other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendants’ common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

32. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

33. Commonality: Common questions of law and fact exist, including but not limited to the following:

- i. Whether Defendants violated wage and hour laws by failing to provide all required rest periods;
- ii. Whether Defendants violated wage and hour laws by failing to pay accrued vacation upon separation;

- 1 iii. Whether Defendants violated wage and hour laws by failing to pay all wages
2 owed upon termination;
- 3 iv. Whether Defendants violated wage and hour laws by not providing one day's
4 rest in seven;
- 5 v. Whether Defendants' policy and practice concerning rest breaks was
6 unlawful;
- 7 vi. Whether Defendants' policy and practice of scheduling employees to work
8 more than six days in seven was unlawful;
- 9 vii. Whether Defendants unlawfully failed to keep and furnish Class Members
10 with accurate, itemized records of hours worked, in violation of Labor Code
11 §§ 226 and 1174;
- 12 viii. Whether Defendants' policy and practice of failing to pay its employees all
13 wages due within the time required by law after their employment ended
14 violates the law and warrants waiting time penalties under Cal. Labor Code
15 §§ 200, 201, 202, 203, and 204;
- 16 ix. Whether Defendants' policy and practice of failing to pay its employees all
17 accrued vacation required by law after their employment ended violates the
18 law and warrants waiting time penalties under Cal. Labor Code §§ 227.3, 558;
- 19 x. The proper measure of damages sustained and the proper measure of
20 restitution recoverable by Plaintiff, the Class Members, and Subclass
21 Members;
- 22 xi. Whether the Class Members are entitled to injunctive relief to enjoin any
23 further violations of wage and labor laws;
- 24 xii. Whether Defendants, and each of them, are/were participants in the alleged
25 unlawful and/or tortious conduct;
- 26 xiii. Whether Defendants' conduct was willful and reckless;
- 27
- 28

xiv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and

xv. What is the extent of liability of each Defendants, including DOE defendants, to each Class and Subclass member?

34. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

35. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendants' corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

36. Plaintiff requests, pursuant to Rule 1857(a)(l) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendants.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

3 Cal. Labor Code §§226, 226.7, 512, 558, 1198

4 (All Plaintiff Against All Defendants)

5 37. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 38. Defendants' conduct described in this complaint violates the provisions of Labor Code
8 §§ 226, 226.7, 512, 558, 1198.

9 39. Defendants have failed to maintain a compliant rest period policy and practice that
10 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
11 that she and her coworkers did not receive their second paid rest periods each day. Instead,
12 Defendants would send them home, allowing them to clock out early in exchange for taking a
13 break.

14 40. Rest periods were not provided or not scheduled before and after a meal period for
15 shifts greater than six hours, as prescribed by California law because Defendants: (1) did not
16 account for all hours worked that were unaccounted for on their timecard; (2) did not adequately
17 inform and train employees about their rights to rest breaks and premium payments for non-
18 compliant rest breaks; (3) did not adequately inform and train employees about when, where and
19 how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendants did not staff
20 enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because
21 management at various levels, affecting all hourly, non-exempt employees, refused to offer,
22 permit, or enforce a lawfully compliant rest break policy.

23 41. Defendants did not authorize or permit all of its hourly employees to take at least a ten
24 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
25 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 1. When breaks were
26 missed Defendants failed to pay the 1-hour penalty, as required. Because Defendants violated the
27 Wage Order, Defendants are liable under Labor Code §1198.

28 ///

SECOND CAUSE OF ACTION

FAILURE TO PAY ACCRUED VACATION UPON SEPARATION

Cal. Labor Code §§227.3, 558

(All Plaintiff Against All Defendants)

42. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

43. Cal. Lab. Code §227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to as wages at her final rate. In this case, Defendants failed to pay accrued vacation wages to Plaintiff and Class Members upon termination in violation of §227.3.

44. Defendants are liable for failure to pay accrued vacation wages to Plaintiff, and Plaintiff seeks damages under §558.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES DUE UPON TERMINATION

Cal. Labor Code §§201, 202, 203, 256

(All Plaintiff Against All Defendants)

45. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

46. An employee who is discharged must be paid all of his or her wages, including accrued vacation and rest break penalty wages, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendants knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendants willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days' pay as waiting time under the terms of §203.

1 **FOURTH CAUSE OF ACTION**
2 **DAY OF REST VIOLATIONS**

3 Cal. Labor Code §§551, 552, 558

4 **(All Plaintiff Against All Defendants)**

5 47. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 48. Cal. Lab. Code §§551 and 552 require that employers provide employees with ‘one
8 day’s rest in seven.’ The California Supreme Court recently confirmed that “[a] day of rest is
9 guaranteed for each workweek.” (*Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074, 1078.)
10 However, Plaintiff and Class Members were frequently scheduled to work and did work seven
11 days in a workweek. For example, Plaintiff was frequently scheduled to work extended periods
12 without breaks. At one time, she recalls working four months straight without a day off. This
13 excessive scheduling applied to all Class Members and is in clear violation of California’s day of
14 rest laws. Plaintiff further observed her coworkers similarly being denied one day’s rest in seven.
15 As a result of these violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code
16 §558.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND**
19 **MAINTAIN ACCURATE RECORDS**

20 Cal. Labor Code §§ 226, 1174, 1174.5

21 **(All Plaintiff Against All Defendants)**

22 49. Plaintiff incorporates by reference in this cause of action each allegation of the
23 preceding paragraphs as though fully set forth herein.

24 50. California Labor Code § 226(a) provides that “[e]very employer shall, semimonthly or
25 at the time of each payment of wages, furnish each of his or her employees...an accurate itemized
26 statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
28 (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for which the employee

1 is paid, (7) the name of the employee and his or her social security number..., (8) the name and
2 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee.”

5 51. Labor Code § 1174 provides that “[e]very employer employing labor in this state shall
6 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages
7 of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at
8 which employees are employed, payroll records showing the hours worked daily by and the wages
9 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
10 employees employed at the respective plants or establishments. These records shall be kept in
11 accordance with rules established for this purpose by the commission, but in any case shall be kept
12 on file for not less than two years.”

13 52. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
14 wage statements to Plaintiff in accordance with Labor Code §§ 226 and keep accurate records as
15 required by §1174(d). In addition to violations derivative of the claims above, the statements
16 provided to Plaintiff, and the records maintained by Defendants, do not state the full legal name
17 and address of the Defendants and rest period penalty payments.

18 53. Such failures caused injury to Plaintiff and others, by, among other things, impeding
19 them from knowing the correct address of their employer, as well as the amount of penalty wages
20 to which they are entitled.

21 **SIXTH CAUSE OF ACTION**
22 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**
23 **California Business and Professions Code section 17200, et seq.**
(All Plaintiff Against All Defendants)

24 54. Plaintiff incorporates by reference in this cause of action each allegation of the
25 preceding paragraphs as though fully set forth herein.

26 55. Defendants knowingly committed, and upon information and belief continue to
27 commit, ongoing unlawful business practices within the meaning of the UCL, including, but not
28

1 limited to unlawful practices as described in the causes of action articulated above, and hereby
2 incorporated herein.

3 56. Plaintiff lost money and property as a result of Defendants' unlawful business practices
4 described above.

5 57. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
6 money or property acquired by Defendants by means of such unlawful business practices, in
7 amounts not yet known, but to be ascertained at trial.

8 58. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
9 against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining
10 Defendants from engaging in the unlawful business practices described above, Plaintiff and the
11 general public will be irreparably injured.

12 59. Plaintiff has no plain, speedy, and adequate remedy at law. Defendants, if not enjoined
13 by this Court, will continue to engage in the unlawful business practices described above in
14 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
15 public.

16 60. Plaintiff's success in this action will result in the enforcement of important rights
17 affecting the public interest by conferring a significant benefit upon the general public.

18 61. Defendants' numerous violations of local and California law, as well as the other
19 statutory and regulatory violations alleged herein, constitute unlawful business actions and
20 practices in violation of Business and Professions Code § 17200, et seq.

21 62. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
22 Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged
23 herein, that were withheld and retained by Defendants during a period that commences four years
24 prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring
25 Defendants to comply with all provisions of California labor law, including properly paying the
26 lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein,
27 timely paying due wages upon termination, maintaining accurate wages statements and payroll
28

1 records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure
2 § 1021.5 and other applicable law, and costs.

3 REQUEST FOR RELIEF

4 WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment
5 and the following specific relief against Defendants as follows:

- 6 A. That the Court determine that this action may be maintained as a class action
7 under Code of Civil Procedure § 382;
- 8 B. Provision of class notice to all members of the Class;
- 9 C. That Defendants are found to have violated the above-referenced provisions of
10 the Labor Code, CCR and IWC Wage Order 1 as to Plaintiff, Class Members
11 and relevant subclass Members;
- 12 D. For compensatory damages, in an amount according to proof at trial, with
13 interest thereon;
- 14 E. For compensation for not being provided proper rest breaks;
- 15 F. For compensation for not being paid accrued vacation upon separation;
- 16 G. For compensation for not paid wages due upon termination;
- 17 H. For compensation for not being provided one day of rest in seven;
- 18 I. For compensation for not being paid penalty wages;
- 19 J. That Defendants' actions are found to be willful and/or in bad faith to the extent
20 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
21 willful failure to pay all compensation owed at the time of separation to Plaintiff
22 and Class Members no longer employed by Defendants;
- 23 K. That Plaintiff and Class Members receive penalties for Defendants' violation of
24 §226 and 1174 of the California Labor Code for willful failure to provide and
25 maintain the required accurate and itemized wage statements;
- 26 L. That Plaintiff and Class Members receive an award in the amount of unpaid
27 wages owed, including interest thereon, and penalties as provided in the Labor
28

Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof at trial;

M. That Plaintiff and Class Members receive damages pursuant to §§248.5 in addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code § 218.5 and CCP 1021.5;

N. That Defendants be ordered to pay restitution to Plaintiff and Class Members for amounts acquired through Defendants' unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

O. That Plaintiff and Class Members receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

P. That the Court issue declaratory relief that Defendants' challenged policies are unlawful; and

Q. That the Court order further relief, in law and equity, as it deems appropriate and just.

DATED: November 10, 2022

KOUL LAW FIRM



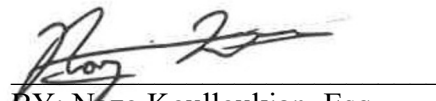
BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff LUCIA ARIAS and
putative class members

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the putative class, hereby demands trial by jury to the full extent permitted by law.

DATED: November 10, 2022

KOUL LAW FIRM



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff LUCIA ARIAS and
putative class members