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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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BY: Samantha Becerra, Deputy

Attorneys for Plaintiff MARIA DE LA LUZ LOPEZ CHAVEZ,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MARIA DE LA LUZ LOPEZ CHAVEZ,
individually and on behalf of all others similarly
situated,

PLAINTIFF,

v.

EXCEL RESTORATION, INC., a California
corporation; ELITE HR LLC, a California
limited liability company; DOES 1 through 50,
inclusive,

DEFENDANTS.

CASE NO.: CIVSB2304337

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
- 4) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
- 5) FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS (LABOR CODE § 226)
- 6) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802)
- 7) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
- 8) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff Maria De La Luz Lopez Chavez (“Plaintiff”), individually, and on behalf of others
2 similarly situated (hereinafter “Class Members”), and as a private attorney general, based upon facts
3 that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants EXCEL RESTORATION, INC., a
7 California corporation (hereinafter “EXCEL RESTORATION”); ELITE HR LLC (hereinafter “ELITE
8 HR”), a California limited liability company; and DOES 1 through 50, inclusive (hereinafter also
9 collectively referred to as “Defendants”) for California Labor Code violations, unfair business
10 practices, and monetary penalties stemming from Defendants’ failure to pay overtime compensation,
11 failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure
12 to timely pay final wages, failure to provide accurate wage statements, failure to maintain accurate time
13 and payroll records, and failure to reimburse necessary business-related expenses.

14 2. Plaintiff’s First through Seventh Causes of Action are brought as a class action on behalf
15 of himself and similarly situated current and former employees of Defendants (hereinafter collectively
16 referred to as the “Class” or “Class Members,” as defined more fully in Paragraph 17, below) pursuant
17 to California Code of Civil Procedure Section 382. The monetary damages and restitution sought by
18 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according
19 to proof at trial.

20 3. Plaintiff’s Eight Cause of Action is brought as a representative action on behalf of
21 herself and other current and former non-exempt employees of Defendants in the State of California at
22 any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
23 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
24 referred to as the “Aggrieved Employees”) pursuant to California Labor Code Sections 2698, et seq.
25 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The
26 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
27 be established according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino.

PARTIES

7. Plaintiff is a resident of the State of California. At all times relevant to this action, Plaintiff was employed by Defendants in the County of San Bernardino, State of California as an hourly, non-exempt employee.

8. Defendant EXCEL RESTORATION, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and is registered to do business in the state of California. Plaintiff is informed and believes that EXCEL RESTORATION, INC. is a restoration, packing, and moving company.

9. Defendant ELITE HR, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and is registered to do business in the state of California. Plaintiff is informed and believes that ELITE HR is a consulting and staffing company.

10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency,

1 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true
2 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each
3 of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
4 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.
5 Defendants EXCEL RESTORATION; ELITE HR; and DOES 1 thorough 50 are collectively referred
6 to herein as "Defendants."

7 11. Defendants are and at all times herein mentioned were, (a) conducting business in the
8 County of San Bernardino, State of California, and (b) the employer of Plaintiff consistent with the
9 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

10 12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
11 working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class so
12 as to make each of said Defendants employers and employers jointly liable under the statutory
13 provisions set forth herein.

14 13. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
15 Defendants were joint employers of Plaintiff and the Class. Plaintiff is informed and believes, and
16 thereon alleges, that at all times relevant to this action, Defendants were the alter egos, predecessors,
17 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related
18 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
19 ostensible, of each other. Each defendant was dominated by his, her, or its codefendants, and each was
20 the alter ego of the other.

21 14. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
22 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
23 their policies and practices of not paying Plaintiff and the Class all wages earned and due, through
24 methods and schemes which include, but are not limited to: failing to pay overtime; failing to provide
25 meal periods and rest breaks; failing to properly maintain records; failing to provide accurate itemized
26 statements for each pay period; failing to timely pay final wages; and requiring, permitting, or suffering
27 the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and
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1 applicable Industrial Welfare Commission (“IWC”) Wage Order(s).

2 15. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
3 Labor Code Section 558.1, Defendants and any person acting on behalf of Defendants are liable for
4 violating, or causing to violate, any provision regulating wages or hours and days of work in any
5 order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, 226.7, 1193.6, 1194,
6 or 2802.

7 **CLASS ACTION ALLEGATIONS**

8 16. Plaintiff brings the First through Seventh Causes of Action as a class action on her own
9 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class
10 certification under Code of Civil Procedure Section 382.

11 17. The proposed class is defined as follows: All current and former non-exempt employees
12 of Defendant ELITE HR who were assigned to work at Defendant EXCEL RESTORATION, at any
13 time commencing four (4) years preceding the filing of Plaintiff’s original complaint up until the time
14 that notice of the certified class action is provided to the class (hereinafter referred to as the “Class” or
15 “Class Members”).

16 18. Plaintiff reserves the right to establish other subclasses as appropriate.

17 19. The Class is ascertainable and there is a well-defined community of interest in the
18 litigation:

19 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
20 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
21 time; however, the Class is estimated to be over fifty (50) individuals and the identity
22 of such membership is readily ascertainable by inspection of Defendants’ employment
23 records.

24 b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated
25 herein. Plaintiff and the Class members worked as hourly, non-exempt employees for
26 Defendants in California, including in various construction related positions at
27 Defendants’ work-site locations. Plaintiff and the other similarly situated Class
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Members were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

20. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- b. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or

rest periods without compensation;

- c. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided legally compliant meal periods;
- d. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- e. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and for missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- g. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- h. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code Section 2802;
- i. Whether Defendants complied with wage statement reporting as required by the California Labor Code, including Section 226;
- j. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code Section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- k. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- l. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

21. Plaintiff is informed and believes that Defendants employed Plaintiff to work as a full-time, non-exempt employee from approximately March to 2022 to November 2022.

1 22. Plaintiff is informed and believes, that at all times, Defendants operated as an
2 integrated enterprise and as joint employers of Plaintiff and the Class. While ELITE HR hired and
3 paid Plaintiff to work at EXCEL RESTORATION at all relevant times, EXCEL RESTORATION
4 exercised control over her job duties and her employment in general. The doctrine of “dual
5 employers” states that under these circumstances, both an employment agency and its clients are
6 considered employers. *Mathieu v. Norrell Corp.*, 115 Cal.App.4th 1174, 1183 (2004).

7 23. At all relevant times set forth herein, Defendants employed Plaintiff and the Class as
8 hourly-paid or non-exempt employees.

9 24. Throughout the time period involved in this case, Defendants had the authority to hire
10 and terminate Plaintiff and the Class; to directly or indirectly control work rules, working conditions,
11 wages, working hours, and conditions of employment of Plaintiff and the Class; and to hire and
12 terminate the employment of Plaintiff and the Class.

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

15 26. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an
16 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As
17 set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and the
18 Class to work off the clock without compensation, thereby failing to pay them for all hours worked,
19 overtime wages. Defendants also implemented policies that prohibited Plaintiff and the Class from
20 accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Class all
21 wages owed. In addition, Defendants routinely failed to permit Plaintiff and the Class to take timely
22 and duty-free meal periods and rest periods in violation of California law, and failed to pay associated
23 meal and rest period premium wages. Defendants also failed to reimburse Plaintiff and the Class for all
24 necessary business-related expenses, failed to provide accurate itemized wage statements for each pay
25 period, and failed to timely pay all wages owed during and upon termination of employment.

26 27. Throughout the time period involved in this case, Defendants have implemented policies
27 and practices which failed to provide Plaintiff and the Class with timely and duty-free meal periods.

1 Defendants routinely failed to relieve Plaintiff and the Class of all duties during their meal periods,
2 regularly failed to relinquish control over Plaintiff and the Class during their meal periods, regularly
3 failed to permit Plaintiff and the Class a reasonable opportunity to take their meal periods, and regularly
4 impeded or discouraged Plaintiff and the Class from taking thirty (30) minute uninterrupted meal breaks
5 no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute
6 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10)
7 hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff and the
8 Class.

9 28. Throughout the time period involved in this case, Defendants did not adequately inform
10 Plaintiff and the Class of their right to take meal periods under California law. Moreover, Defendants
11 systematically disregarded their own written policies regarding the provision and timing of meal
12 periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice was to schedule
13 Plaintiff and the Class in a way that prohibited them from taking timely and duty-free meal periods,
14 and to require Plaintiff and the Class to work through their meal periods, for which they were not
15 compensated.

16 29. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
17 the Class premium wages for meal periods that were missed, late, interrupted, or shortened in violation
18 of California law. Defendants knew or should have known that Plaintiff and the Class were entitled to
19 receive all meal periods or payment of one additional hour of pay at their regular rate of pay when a
20 meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
21 routinely failed to provide legally compliant meal periods to Plaintiff and the Class, and routinely failed
22 to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay when a meal
23 period was missed, short, late, and/or interrupted.

24 30. Throughout the time period involved in this case, Defendants have implemented policies
25 and practices which prohibited Plaintiff and the Class from taking timely and duty-free rest periods.
26 Defendants regularly failed to provide, authorize, and permit Plaintiff and the Class to take full,
27 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or
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1 two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed
2 to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
3 work period.

4 31. Throughout the time period involved in this case, Defendants did not adequately inform
5 Plaintiff and the Class of their right to take rest periods under California law. Moreover, Defendants
6 systematically disregarded their own written policies regarding the provision and timing of rest periods
7 for Plaintiff and the Class. Instead, Defendants' actual policy and practice was to schedule Plaintiff and
8 the Class in a way that regularly prohibited them from taking timely and duty-free rest periods, and to
9 regularly require Plaintiff and the Class to work through their rest periods.

10 32. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
11 the Class premium wages for rest periods that were missed, late, interrupted, or shortened in violation
12 of California law. Defendants knew or should have known that Plaintiff and the Class were entitled to
13 receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest
14 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
15 routinely failed to authorize and permit Plaintiff and the Class to take duty-free rest periods, and failed
16 to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay when a rest period
17 was missed, short, late and/or interrupted.

18 33. Throughout the time period involved in this case, Defendants regularly required Plaintiff
19 and the Class to perform work off the clock. Plaintiff and the Class were regularly required to perform
20 uncompensated work off the clock for which they were not compensated. Defendants required Plaintiff
21 and the Class to work off-the-clock by performing work during meal periods and rest breaks.

22 34. Throughout the time period involved in this case, Defendants implemented policies that
23 prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting in a
24 failure to pay Plaintiff and the Class all wages owed.

25 35. Throughout the time period involved in this case, Plaintiff and the Class worked more
26 than eight (8) hours in a day, and/or forty (40) hours in a week.

27 36. Throughout the time period involved in this case, Defendants regularly failed to pay all
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1 overtime compensation owed to Plaintiff and the Class when they worked in excess of eight (8) hours
2 in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in
3 a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have
4 known that Plaintiff and the Class were entitled to receive certain wages for overtime compensation
5 and that they were not receiving wages for overtime compensation.

6 37. Throughout the time period involved in this case, Defendants failed to pay overtime to
7 Plaintiff and the Class for all overtime hours worked based on regular rates of pay correctly calculated
8 to include all applicable remuneration.

9 38. Throughout the time period involved in this case, Defendants regularly failed to pay
10 Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendants knew or
11 should have known that Plaintiff and the Class were entitled to receive all wages owed to them upon
12 termination within the time permissible under California Labor Code Section 202. Plaintiff and the
13 Class did not receive payment of all final wages owed to them upon discharge or resignation, including
14 overtime compensation within any time permissible under California Labor Code Section 202.

15 39. Throughout the time period involved in this case, Defendants regularly failed to pay
16 Plaintiff and the Class all wages within any time permissible under California law, including, *inter alia*,
17 California Labor Code Section 204. Defendants knew or should have known that Plaintiff and the Class
18 were entitled to receive all wages owed to them during their employment. Plaintiff and the Class did
19 not receive payment of all wages, including overtime compensation, and meal and rest period
20 premiums.

21 40. Throughout the time period involved in this case, Defendants regularly failed to provide
22 complete or accurate wage statements to Plaintiff and the Class. Defendants knew or should have
23 known that Plaintiff and the Class were entitled to receive complete and accurate wage statements in
24 accordance with California law, but, in fact, they did not receive complete and accurate wage statements
25 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
26 worked, the actual gross wages earned, and the correct rates of pay.

27 41. Throughout the time period involved in this case, Defendants regularly failed to keep
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1 complete or accurate payroll records for Plaintiff and the Class. Defendants knew or should have known
2 that Defendants were required to keep complete and accurate time payroll records for Plaintiff and the
3 Class in accordance with California law, but, in fact, did not keep complete and accurate time and
4 payroll records.

5 42. Throughout the time period involved in this case, Defendants regularly failed to
6 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total daily
7 hours, hours per pay period, and applicable pay rates.

8 43. Throughout the time period involved in this case, Defendants failed to reimburse
9 Plaintiff and the Class for all necessary business-related expenses, including but not limited to personal
10 cellular phone usage. Defendants required Plaintiff and other Class Members to use their personal
11 cellular phones in the course of performing their required job duties without reimbursement. Among
12 other things, Defendants required Plaintiff and other Class Members to use their personal cellular
13 phones to respond to and communicate with Defendants' managers and supervisors regarding work
14 matters. Defendants knew or should have known that Defendants were required to reimburse Plaintiff
15 and the Class for all necessary business-related expenses and costs, but failed to do so in violation of
16 California law.

17 44. Throughout the time period involved in this case, Defendants knew or should have
18 known that they had a duty to compensate Plaintiff and the Class pursuant to California law. Defendants
19 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
20 do so, and falsely represented to Plaintiff and the Class that they paid all wages owed to them, all in
21 order to increase Defendants' profits.

22 45. California Labor Code Section 218 states that nothing in Article 1 of the Labor Code
23 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
24 her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against All Defendants)**

4 46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 47. California Labor Code Section 1198 and the applicable Industrial Welfare Commission
7 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
8 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
9 number of hours worked by the person on a daily or weekly basis.

10 48. Specifically, the applicable IWC Wage Order provides that Defendants are and were
11 required to pay Plaintiff and the other Class Members employed by Defendants, and working more than
12 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
13 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

14 49. The applicable IWC Wage Order further provides that Defendants are and were required
15 to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay for
16 all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8)
17 hours on the seventh day of work in a workweek.

18 50. California Labor Code Section 510 codifies the right to overtime compensation at one-
19 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
20 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime
21 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
22 or in excess of eight (8) hours in a day on the seventh day of work.

23 51. During the relevant time period, Plaintiff and the other Class Members regularly worked
24 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

25 52. During the relevant time period, Defendants intentionally and willfully failed to pay
26 overtime wages owed to Plaintiff and the other Class Members.

27 53. Defendants’ failure to pay Plaintiff and the other Class Members the unpaid balance of
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1 overtime compensation, as required by California laws, violates the provisions of California Labor
2 Code Sections 510 and 1198, and is therefore unlawful.

3 54. Pursuant to California Labor Code Section 1194, Plaintiff and the other Class Members
4 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

5 **SECOND CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 226.7 and 512(a))**

7 **(Against All Defendants)**

8 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
9 allegation set forth above.

10 56. At all relevant times, the relevant IWC Order and California Labor Code Sections 226.7
11 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

12 57. At all relevant times, California Labor Code Section 226.7 provides that no employer
13 shall require an employee to work during any meal or rest period mandated by an applicable order of
14 the California IWC.

15 58. At all relevant times, the applicable IWC Wage Order and California Labor Code
16 Section 512(a) provide that an employer may not require, cause or permit an employee to work for a
17 work period of more than five (5) hours per day without providing the employee with a meal period of
18 not less than thirty (30) minutes, except that if the total work period per day of the employee is no more
19 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
20 employee.

21 59. At all relevant times, California Labor Code Section 512(a) further provides that an
22 employer may not require, cause or permit an employee to work for a work period of more than ten
23 (10) hours per day without providing the employee with a second uninterrupted meal period of not less
24 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
25 second meal period may be waived by mutual consent of the employer and the employee only if the
26 first meal period was not waived.

27 60. During the relevant time period, Plaintiff and the other Class Members who were
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1 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
2 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
3 without an uninterrupted meal period of not less than thirty (30) minutes.

4 61. During the relevant time period, Plaintiff and the other Class Members who were
5 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
6 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
7 minutes.

8 62. During the relevant time period, Defendants intentionally and willfully required Plaintiff
9 and the other Class Members to miss their meal periods and to take meal periods that were late,
10 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal
11 period premium for missed, shortened, late, or interrupted meal periods.

12 63. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
13 Members the full meal period premiums due pursuant to California Labor Code Section 226.7.

14 64. Defendants' conduct violates the applicable IWC Wage Order and California Labor
15 Code Sections 226.7 and 512(a).

16 65. Pursuant to the applicable IWC Wage Order and California Labor Code Section
17 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
18 hour of pay at the employee's regular rate of compensation for each work day that the meal period was
19 not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against All Defendants)**

23 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
24 allegation set forth above.

25 67. At all times herein set forth, the applicable IWC Wage Order and California Labor Code
26 Section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

27 68. At all relevant times, California Labor Code Section 226.7 provides that no employer
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1 shall require an employee to work during any rest period mandated by an applicable order of the
2 California IWC.

3 69. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
4 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
5 the middle of each work period” and that the “rest period time shall be based on the total hours worked
6 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
7 total daily work time is less than three and one-half (3.5) hours.”

8 70. During the relevant time period, Defendants required Plaintiff and other Class Members
9 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
10 four (4) hour period worked.

11 71. During the relevant time period, Defendants willfully required Plaintiff and the other
12 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
13 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take
14 uninterrupted, duty-free rest breaks.

15 72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
16 Members the full rest period premium due pursuant to California Labor Code Section 226.7 for work
17 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
18 Members from taking uninterrupted rest periods.

19 73. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code
20 section 226.7.

21 74. Pursuant to the applicable IWC Wage Orders and California Labor Code Section
22 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work day that
24 the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201, 202, 203)**

3 **(Against All Defendants)**

4 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 76. At all relevant times herein set forth, California Labor Code Sections 201 and 202
7 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and if an employee quits his or her employment, his or her
9 wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee
10 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
11 entitled to his or her wages at the time of quitting.

12 77. During the relevant time period, the employment of Plaintiff and many other Class
13 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally
14 and willfully failed to pay Plaintiff and other Class Members who are no longer employed by
15 Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight
16 time wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of
17 their leaving Defendants' employ.

18 78. Defendants' failure to pay Plaintiff and other Class Members who are no longer
19 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
20 Defendants' employ, is in violation of California Labor Code Sections 201 and 202.

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

25 80. Plaintiff and other Class Members who are no longer employed by Defendants are
26 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to
27 a thirty (30) day maximum pursuant to California Labor Code Section 203.

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against All Defendants)**

4 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 82. At all material times set forth herein, California Labor Code Section 226(a) provides
7 that every employer shall furnish each of its employees an accurate itemized statement in writing
8 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
9 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
10 deductions, provided that all deductions made on written orders of the employee may be aggregated
11 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
12 employee is paid, (7) the name of the employee and his or her social security number, (8) the name and
13 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
14 pay period and the corresponding number of hours worked at each hourly rate by the employee. The
15 deductions made from payments of wages shall be recorded in ink or other indelible form, properly
16 dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall
17 be kept on file by the employer for at least three years at the place of employment or at a central location
18 within the State of California.

19 83. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with
20 complete and accurate wage statements. The deficiencies include, but are not limited to, the wage
21 statements issued by Defendants failed to include meal premiums and rest period premiums for
22 noncompliant meal and rest periods, failed to include overtime pay calculated at the regular rate of pay,
23 failed to include the amount of sick leave, and failed to show an address of the legal entity that is the
24 employer.

25 84. Because of Defendants' violation of California Labor Code Section 226(a), Plaintiff and
26 the Class have suffered injury and damage to their statutorily-protected rights.

27 85. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
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1 and willful violation of California Labor Code Section 226(a) because they were denied both their legal
2 right to receive, and their protected interest in receiving, accurate and itemized wage statements
3 pursuant to California Labor Code Section 226(a).

4 86. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
5 damages caused by Defendants' failure to comply with California Labor Code Section 226(a), or an
6 aggregate penalty not exceeding four thousand dollars per employee.

7 87. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
8 this section, pursuant to California Labor Code Section 226(g).

9 **SIXTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 2800 and 2802)**

11 **(Against All Defendants)**

12 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
13 allegation set forth above.

14 89. Pursuant to California Labor Code Sections 2800 and 2802, an employer must reimburse
15 its employee for all necessary expenditures incurred by the employee in direct consequence of the
16 discharge of his or her job duties or in direct consequence of his or her job duties or in direct
17 consequence of his or her obedience to the directions of the employer.

18 90. Plaintiff and the Class incurred necessary business-related expenses and costs that were
19 not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related
20 expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a
21 result of, including but not limited to, simple negligence.

22 91. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class
23 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover
24 from Defendants their business-related expenses and costs incurred during the course and scope of
25 their employment, plus interest accrued from the date on which the employee incurred the necessary
26 expenditures at the same rate as judgments in civil actions in the State of California.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

3 **(Against All Defendants)**

4 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 93. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
7 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
8 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
9 Civil Procedure Section 1021.5.

10 94. Defendants' activities as alleged herein are violations of California law, and constitute
11 unlawful business acts and practices in violation of California Business & Professions Code Section
12 17200, *et seq.*

13 95. Plaintiff is a "person" within the meaning of Business & Professions Code Section
14 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
15 restitution, and other appropriate equitable relief.

16 96. A violation of California Business & Professions Code Section 17200, *et seq.* may be
17 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
18 practices of requiring employees, including Plaintiff and the Class, to work overtime without proper
19 compensation violate California Labor Code Sections 510 and 1198. Additionally, Defendants'
20 systematic policies and practices of requiring employees, including Plaintiff and the Class, to work
21 without legally compliant meal periods and rest breaks violate California Labor Code Sections 226.7
22 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and
23 the Class violate California Labor Code sections 201, 202, and 203.

24 97. Defendants also violated California Labor Code Sections 204, 226(a), 1194, 1197,
25 1197.1, 510, 1174(d), 2800, and 2802.

26 98. Wage-and-hour laws express fundamental public policies. Paying employees their
27 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
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1 policies of California. Labor Code Section 90.5(a) sets forth the public policies of this State vigorously
2 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
3 under unlawful conditions, and to protect law-abiding employers and their employees from competitors
4 who lower costs to themselves by failing to comply with fair labor standards. Through the conduct
5 alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific
6 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
7 violation of Business & Professions Code § 17200 et seq.

8 99. As a result of the herein described violations of California law, Defendants unlawfully
9 gained an unfair advantage over other businesses.

10 100. Plaintiff and the Class have been personally injured by Defendants' unlawful business
11 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
12 property.

13 101. Pursuant to California Business & Professions Code Sections 17200, *et seq.*, Plaintiff
14 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
15 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
16 pursuant to California Code of Civil Procedure Section 1021.5 and other applicable laws; and an award
17 of costs.

18 **EIGHT CAUSE OF ACTION**

19 **(VIOLATION OF CALIFORNIA LABOR CODE § 2699, ET SEQ.)**

20 **On Behalf of Plaintiff and the Class Against All Defendants**

21 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
22 allegation set forth above.

23 103. Plaintiff brings her Eight Cause of Action as a representative action on behalf of herself
24 and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
25 Attorneys General Act of 2004, California Labor Code Section 2698, *et seq.* ("PAGA").

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

6 105. Plaintiff was employed by Defendants and the Labor Code violations alleged above
7 were committed against her during her time of employment. Plaintiff is therefore, an “aggrieved
8 employee” under PAGA.

9 106. As set forth in detail above, during all times relevant to this Action, Defendants have
10 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 11 a. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation
12 in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 13 b. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
14 Employees and failing to pay Plaintiff and the Aggrieved Employees an additional hour
15 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and
16 512.
- 17 c. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
18 duty-free rest periods and failing to pay Plaintiff and the Aggrieved Employees an
19 additional hour of premium pay for rest period violations in violation of Labor Code §§
20 226.7 and 512.
- 21 d. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of
22 their employment in violation of Labor Code § 203.
- 23 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
24 employment in violation of Labor Code § 204.
- 25 f. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
26 itemized wage statements in violation of Labor Code § 226.
- 27 g. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
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1 work periods, meal periods, total daily hours, hours per pay period, total wages and
2 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
3 applicable IWC Wage Order.

4 h. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
5 related expenses in violation of Labor Code § 2800 and 2802.

6 107. California Labor Code Sections 2699 and 2699.5, Plaintiff, individually and on behalf
7 of herself and the Aggrieved Employees and the State of California, requests and is entitled to recover
8 penalties against Defendants for the Labor Code violations described above, including but not limited
9 to penalties under California Code of Regulations Title 8 Section 11050, penalties under California
10 Labor Code Sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all
11 additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact
12 amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

13 108. Pursuant to Labor Code § 2699.3, on January 24, 2023, Plaintiff, through her counsel of
14 record, gave written notice by online filing with the Labor and Workforce Development Agency
15 (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code and
16 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
17 violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid
18 the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends
19 to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have
20 fulfilled all administrative prerequisites to the pursuit of her PAGA claim on behalf herself and other
21 Aggrieved Employees pursuant to Labor Code § 2699.3.

22 109. Plaintiff was compelled to retain the services of counsel to file this court action to protect
23 her interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
24 Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to Labor
25 Code § 2699(g)(1), and any other applicable statute.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
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1 similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

2 **Class Certification**

- 3 1. That this action be certified as a class action;
- 4 2. That Plaintiff be appointed as the representative of the Class;
- 5 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 6 4. That Defendants provide to Class Counsel immediately the names and most current/last
- 7 known contact information (address, e-mail and telephone numbers) of all class members.

8 **As to the First Cause of Action**

- 9 5. That the Court declare, adjudge and decree that Defendants violated California Labor
- 10 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
- 11 wages due to Plaintiff and other Class Members;
- 12 6. For general unpaid wages at overtime wage rates and such general and special damages
- 13 as may be appropriate;
- 14 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
- 15 date such amounts were due;
- 16 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 17 Labor Code section 1194; and
- 18 9. For such other and further relief as the Court may deem just and proper.

19 **As to the Second Cause of Action**

- 20 10. That the Court declare, adjudge and decree that Defendants violated California Labor
- 21 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
- 22 periods (including second meal periods) to Plaintiff and the Class;
- 23 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
- 24 employee's regular rate of compensation for each workday that a meal period was not provided;
- 25 12. For all actual, consequential, and incidental losses and damages, according to proof;
- 26 13. For premium wages pursuant to California Labor Code Section 226.7;
- 27 14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

- 1 15. For reasonable attorneys' fees and costs of suit incurred herein; and
2 16. For such other and further relief as the Court may deem just and proper.

3 **As to the Third Cause of Action**

4 17. That the Court declare, adjudge and decree that Defendants violated California Labor
5 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
6 Plaintiff and the Class;

7 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
8 employee's regular rate of compensation for each workday that a rest period was not provided;

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

10 20. For premium wages pursuant to California Labor Code Section 226.7;

11 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
12 and

13 22. For such other and further relief as the Court may deem just and proper.

14 **As to the Fourth Cause of Action**

15 23. That the Court declare, adjudge and decree that Defendants violated California Labor
16 Code Sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
17 termination of the employment of Plaintiff and other Class Members no longer employed by
18 Defendants;

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

20 25. For statutory wage penalties pursuant to California Labor Code Section 203 for Plaintiff
21 and other Class Members who have left Defendants' employ;

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

24 27. For such other and further relief as the Court may deem just and proper.

25 **As to the Fifth Cause of Action**

26 28. That the Court declare, adjudge and decree that Defendants violated the record keeping
27 provisions of California Labor Code Section 226(a) and applicable IWC Wage Orders as to Plaintiff
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1 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

2 29. For actual, consequential and incidental losses and damages, according to proof;

3 30. For statutory penalties pursuant to California Labor Code Section 226(e); and

4 31. For such other and further relief as the Court may deem just and proper.

5 **As to the Sixth Cause of Action**

6 32. That the Court declare, adjudge and decree that Defendants violated California Labor
7 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary
8 business-related expenses as required by California Labor Code Sections 2800 and 2802;

9 33. For actual, consequential and incidental losses and damages, according to proof;

10 34. For the imposition of civil penalties and/or statutory penalties;

11 35. For reasonable attorneys' fees and costs of suit incurred herein; and

12 36. For such other and further relief as the Court may deem just and proper.

13 **As to the Seventh Cause of Action**

14 37. That the Court declare, adjudge and decree that Defendants violated California Business
15 and Professions Code Sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime
16 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing
17 to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section
18 201, 202 and 204 and by violating California Labor Code Sections 226(a), 1174(d), 2800, and 2802;

19 38. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
20 from the day such amounts were due and payable;

21 39. For the appointment of a receiver to receive, manage and distribute any and all funds
22 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
23 of violation of California Business and Professions Code Sections 17200, *et seq.*;

24 40. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
25 Code of Civil Procedure Section 1021.5;

26 41. For injunctive relief to ensure compliance with this section, pursuant to California
27 Business and Professions Code Sections 17200, *et seq.*; and

1 42. For such other and further relief as the Court may deem just and proper.

2 **As to the Eight Cause of Action**

3 43. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

4 44. For the imposition of civil penalties pursuant to California Labor Code §§ 210, 226,
5 226.3, 558, 1174.5, 1197.1, 2699 and all other penalties allowed by the California Labor Code and/or
6 other applicable statutes; and

7 45. For such other relief as the Court deems just and proper.

8
9
10 DATED: May 1, 2023

11 Respectfully submitted,

12 **PROXY LAW FIRM LLP**

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14 

15
16 _____
17 Rana Nader
18 Attorneys for Plaintiff MARIA DE LA
19 LUZ LOPEZ CHAVEZ, individually and
20 on behalf of others similarly situated
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DATED: May 1, 2023

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