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 MAYELI N. BECERRA,
 and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MAYELI N. BECERRA, an individual, on
 behalf of herself and all others similarly
 situated,

Plaintiff,

vs.

BLUSKY RESTORATION CONTRACTORS
 LLC, a Delaware Limited Liability Company,
 and HAR-BRO LLC, a California Limited
 Liability Company, and DOES 1-50, inclusive,

Defendant.

Case No.: **23STCV02717**

CLASS ACTION COMPLAINT FOR:
1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked
2. Failure to Pay Wages Due Upon
Termination
3. Failure to Provide Rest Breaks
4. Failure to Provide Uninterrupted
Meal Breaks & Second Meal Breaks
5. Failure to Provide Accurate Itemized
Wage Statements
6. Unlawful Business Practices
Bus & Prof. Code §17200

JURY TRIAL DEMANDED

1 Plaintiff MAYELI N. BECERRA, individually, and on behalf of all others similarly
2 situated (collectively “Plaintiffs”), alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
5 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
6 employment class action complaint on behalf of herself, and all others similarly situated against
7 BLUSKY RESTORATION CONTRACTORS LLC and HAR-BRO LLC, DOES 1-50, inclusive,
8 (hereafter collectively “Defendant” or “Defendants”).

9 2. Defendant BLUSKY RESTORATION CONTRACTORS LLC is a company that owns
10 and operates a restoration contracting business in California. Plaintiff MAYELI N. BECERRA
11 worked for Defendant as an hourly, non-exempt employee until August 19, 2022. Plaintiff and the
12 proposed class earn at or near minimum wage.

13 3. Defendant HAR-BRO LLC is a company that owns and operates a restoration
14 construction business in California. Plaintiff MAYELI N. BECERRA worked for Defendant as an
15 hourly, non-exempt employee until August 19, 2022. Plaintiff and the proposed class earn at or
16 near minimum wage.

17 4. As described further below, Defendant has violated the California Labor Code by (1)
18 failing to pay for all hours worked including overtime hours worked (§204, 206, 206.5, 207, 210,
19 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to provide rest breaks
20 (§226, 226.7, 512, 558, 1198); (3) failing to provide uninterrupted meal breaks (§226, 226.7, 512,
21 558, 1198); (4) failing to pay wages due upon termination (§201, 202, 203, 256); (5) failing to
22 provide accurate wage statements and maintain accurate records (§226, 1174, 1174.5); and (6)
23 unlawful and unfair business practices (Bus. & Prof. Code §17200, et. seq.).

24 5. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
25 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
26 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
27 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
28 California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as

1 “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from
2 their unlawful actions as alleged herein.

3 6. The “Class Period” is designated as the four-year period prior to the filing of this
4 Complaint through the date of the final disposition of this action. From the start of the Class Period
5 through the present, Defendant has had a policy and/or practice of among other violations: late
6 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage
7 statements, and ignoring and violating California wage and hour laws, in their business as more
8 fully set forth below.

9 7. Defendant has treated all persons employed in California in such a way as to violate
10 California’s laws governing conditions of employment and payment of wages owed. Plaintiff
11 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
12 Class Members all wages owed, including overtime wages and meal and rest break penalty wages.
13 Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are
14 owed their back pay, plus interest and/or premiums and penalties under Business and Professions
15 Code section 17203 to compensate Class Members and Class Members for the delay in receiving
16 wages due.

17 8. Defendant, by and through their actions, have engaged in unfair competition, requiring
18 restitution to persons affected and disgorgement of profits so obtained.

19 **THE PARTIES**

20 9. Plaintiff MAYELI N. BECERRA is an individual who resides in California and worked
21 for Defendant as an hourly, non-exempt employee until August 19, 2022.

22 10. Defendant BLUSKY RESTORATION CONTRACTORS LLC is a Delaware Limited
23 Liability Company, doing business in California with the capacity to sue and to be sued and doing
24 business, in Los Angeles County, State of California. Defendant exercised control over the wages,
25 hours, and/or working conditions of Plaintiff and members of the proposed class throughout the
26 liability period.

27 11. Defendant HAR-BRO LLC is a California Limited Liability Company, doing business
28 in California with the capacity to sue and to be sued and doing business, in Los Angeles County,

1 State of California. Defendant exercised control over the wages, hours, and/or working conditions
2 of Plaintiff and members of the proposed class throughout the liability period.

3 12. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
4 names and capacities are unknown to Plaintiff. When their true names and capacities are
5 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
6 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
7 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
8 by Plaintiff and the Class Members herein alleged were proximately caused by such Doe
9 Defendants.

10 13. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
11 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
12 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
13 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
14 agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects
15 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

16 **JURISDICTION AND VENUE**

17 14. Venue is proper in this judicial district because Defendant conducts business in this
18 County and Defendant has legal obligations to Plaintiff and many of the Class Members in this
19 case that arose in this county.

20 15. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
21 the minimal jurisdictional limits of the Superior Court and will be established according to proof
22 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
23 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
24 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

25 16. The California Superior Court has jurisdiction in this matter because Plaintiff is a
26 resident of California and Defendants are incorporated in and/or qualified to do business in
27 California and regularly conduct business in California. Further, there is no federal question at
28 issue as the claims herein are based solely on California law.

1 employees who have been similarly injured by Defendant's unlawful employment policies and
2 practices.

3 27. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
4 four years prior to the date of filing this Complaint.

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

7 29. Proposed Class: "All persons who are employed or have been employed by Defendant
8 in the State of California as hourly, non-exempt workers during the period of the relevant statute
9 of limitations."

10 30. Proposed Sub-classes:

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

14 B. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shifts in excess of six (6) hours.

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

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

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

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

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

7 31. This action is brought, and may properly be maintained, as a class action under CCP
8 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
9 and Subclasses (collectively “Class”) are easily ascertainable.

10 32. Numerosity: The Proposed Class is so numerous that joinder of all members is
11 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
12 time period, Defendant employed over 100 putative Class Members who are geographically
13 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
14 available method for the fair and efficient adjudication of this controversy. Membership in the
15 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
16 records, among other records within Defendant’s possession and control.

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

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

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

- i. Whether Defendant violated wage and hour laws by failing to pay for all hours worked, including overtime hours worked
- ii. Whether Defendant violated wage and hour laws by failing to pay wages due upon termination;
- iii. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- iv. Whether Defendant violated wage and hour laws by failing to provide uninterrupted meal breaks;
- v. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- vi. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- vii. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- viii. Whether Defendant's policy and practice of failing to pay its employees all wages due within the time required by law after their employment ended violates the law and warrants waiting time penalties under Cal. Labor Code §§ 200, 201, 202, 203, and 204;
- ix. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- x. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xi. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xii. Whether Defendant's conduct was willful and reckless;

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

4 xiv. What is the extent of liability of each Defendant, including DOE defendants,
5 to each Class and Subclass member?

6 36. Superiority: A class action is superior to other available methods of the fair and
7 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
8 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
9 actions impracticable given the expenses and burdens associated with seeking individual relief.
10 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity
11 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
12 employees who rely on their wages and requiring that each individual take time away from work
13 to prosecute individual actions would be inequitable and result in undue hardship for the individual
14 Class members and their families. Public policy favors efficient resolution of their claims and
15 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
16 expense of a vulnerable working population.

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

23 38. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
24 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
25 under the circumstances, including individual notice to all members who can be identified through
26 reasonable effort. The names and address of the Class and Subclass Members are available from
27 Defendant.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS**
3 **WORKED**

4 Cal. Labor Code §§204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197,
5 1197.1, 1198, Wage Orders

6 (All Plaintiff Against All Defendants)

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

9 40. Defendant's conduct described in this complaint violates the provisions of Labor Code
10 §§ 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198 and
11 the pertinent Wage Orders.

12 41. The relevant Wage Order defines "hours worked" as "the time during which an
13 employee is subject to the control of an including all the time the employee is suffered or permitted
14 to work, whether or not required to do so." Defendant has been engaged in many unlawful
15 employment practices which resulted in underpayment for hours worked each pay period as
16 described below:

17 42. Plaintiff and her coworkers were often required to work off the clock. Additionally,
18 and as more fully set forth below, Defendant failed to consistently permit Plaintiff and others to
19 take timely, uninterrupted, off-duty meal breaks of "not less than 30 minutes" for each five
20 consecutive hours of work in violation of Labor Code §§226.7 and 512. Employees' meal breaks
21 were often interrupted resulting in underpaid hours worked.

22 43. Defendant failed to pay Plaintiff and class members for all hours worked as a result of
23 Defendant's practices requiring employees to work off the clock. Based on Defendant's unlawful
24 conduct described above, Defendant's failure to pay for all hours worked, including overtime,
25 resulted in a payment of less than the minimum wage for those hours worked in violation of Labor
26 Code §1197, 1197.1, 1199 and the relevant Wage Order. Defendant is liable for civil penalties
27 pursuant to Labor Code §§558 and 2699 *et seq.*
28

1 44. Defendant was required to pay Plaintiff and class members all wages earned twice
2 during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all wages
3 earned to employees as a result of the unlawful employment policies and practices discussed
4 herein. As a result of these practices, Employees were underpaid for hours worked, including
5 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed
6 twice per month. Due to this failure, Defendant is liable under Labor Code §210 for failure to pay
7 wages as required by law.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST BREAKS**

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

11 (All Plaintiff Against All Defendants)

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

14 46. Defendant's conduct described in this complaint violates the provisions of Labor Code
15 §§ 226, 226.7, 512, 558, 1198.

16 47. Defendant has failed to maintain a consistently compliant rest period policy and
17 practice that provides its employees with off-duty rest periods as required by California law.
18 Plaintiff reports that she and her coworkers from time to time had their rest breaks interrupted and
19 they were not relieved of all duties.

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

1 49. Defendant on relevant occasions did not authorize or permit all of its hourly employees
2 to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours
3 of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the relevant
4 Wage Order. When breaks were missed or unlawfully interrupted Defendant failed to pay the 1-
5 hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under
6 Labor Code §1198.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE UNINTERRUPTED MEAL BREAKS**

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

10 (All Plaintiff Against All Defendants)

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

13 51. Defendant's conduct described in this complaint violates the provisions of Labor Code
14 §§ 226, 226.7, 512, 558, 1198.

15 52. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
16 policy and practice. Defendant from time to time failed to provide all of its hourly employees with
17 their right to take an uninterrupted, off-duty unpaid 30-minute meal period. Labor Code §512
18 provides, "[a]n employer may not employ an employee for a work period of more than five hours
19 per day without providing the employee with a meal period of not less than 30 minutes..." Labor
20 Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal...
21 period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A)
22 of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during
23 a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted
24 as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the
25 Labor Code.

26 53. Plaintiff and class members experienced meal period violations from time to time while
27 working for Defendant. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided
28 because Defendant: (1) did not account for all hours worked that were unaccounted for on their

1 timecard; (2) did not adequately inform and train employees about their rights to meal periods and
2 premium payments for non-compliant meal periods; (3) did not adequately inform and train
3 employees about when, where and how to take timely and uninterrupted thirty-minute meal
4 periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted
5 thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly,
6 non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period
7 policy. Employees were not paid a premium payment, paid as an hour's wage when meal periods
8 were not given to them in compliance with California law.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

11 Cal. Lab. Code §§201, 202, 203, 256

12 (All Plaintiffs Against All Defendants)

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

15 55. Defendant's conduct described in this complaint violates the provisions of Labor Code
16 §§ 201, 202, 203 and 256.

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

25 ///

26 ///

27 ///

28 ///

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

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

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

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

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

68. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

REQUEST FOR RELIEF

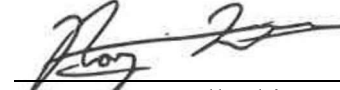
WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

- 1 A. That the Court determine that this action may be maintained as a class action
2 under Code of Civil Procedure § 382;
- 3 B. Provision of class notice to all members of the Class;
- 4 C. That Defendant is found to have violated the above-referenced provisions of the
5 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
6 relevant subclass Members;
- 7 D. For compensatory damages, in an amount according to proof at trial, with
8 interest thereon;
- 9 E. For compensation for not being paid overtime
- 10 F. For compensation for not paid wages due upon termination;
- 11 G. For compensation for not being provided proper rest breaks;
- 12 H. For compensation for not being provided proper meal breaks;
- 13 I. For compensation for not being paid penalty wages;
- 14 J. That Defendant's actions are found to be willful and/or in bad faith to the extent
15 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
16 willful failure to pay all compensation owed at the time of separation to Plaintiff
17 and Class Members no longer employed by Defendant;
- 18 K. That Plaintiff and Class Members receive penalties for Defendant's violation of
19 §226 and 1174 of the California Labor Code for willful failure to provide and
20 maintain the required accurate and itemized wage statements;
- 21 L. That Plaintiff and Class Members receive an award in the amount of unpaid
22 wages owed, including interest thereon, and penalties as provided in the Labor
23 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
24 558, subject to proof at trial;
- 25 M. That Plaintiff and Class Members receive damages pursuant to §§248.5 in
26 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
27 § 218.5 and CCP 1021.5;
- 28

- 1 N. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
2 amounts acquired through Defendant's unlawful activities pursuant to Business
3 and Professions Code §§ 17200-05 and enjoined to cease and desist from
4 unlawful and unfair activities in violation of California Business and
5 Professions Code § 17200 et. seq.;
- 6 O. That Plaintiff and Class Members receive an award of reasonable attorneys'
7 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
8 218.5, and 1194 and/or applicable laws;
- 9 P. That the Court issue declaratory relief that Defendant's challenged policies are
10 unlawful; and
- 11 Q. That the Court order further relief, in law and equity, as it deems appropriate
12 and just.
- 13

14 DATED: February 7, 2023

KOUL LAW FIRM



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MAYELI N.
BECERRA and putative class members

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21 ***DEMAND FOR JURY TRIAL***

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

24

25 DATED: February 7, 2023

KOUL LAW FIRM



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MAYELI N.
BECERRA and putative class members