

MITCHELL SILBERBERG & KNUPP LLP
SETH E. PIERCE (SBN 186576), sep@msk.com
COREY G. SINGER (SBN 300334), cgs@msk.com
2049 Century Park East, 18th Floor
Los Angeles, CA 90067-3120
Telephone: (310) 312-2000
Facsimile: (310) 312-3100

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Superior Court of California,
County of Los Angeles
2/07/2024 11:58 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Saxon, Deputy Clerk

Attorneys for Defendant
TWOFER, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARK ALAN VALDES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TWOFER, LLC, a limited liability company;
and ENTERTAINMENT PARTNERS
SERVICES, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 23STCV02490

Date: February 2, 2024
Time: 10:00 a.m.
Location: Dept. 53
Judge: Hon. Robert B. Broadbelt

**NOTICE OF RULING RE: DEFENDANT
TWOFER, LLC'S DEMURRER TO
PLAINTIFF'S FIRST AMENDED
COMPLAINT AND MOTION TO
STRIKE ALLEGATIONS IN THE FIRST
AMENDED COMPLAINT**

Original File Date: February 3, 2023
FAC File Date: April 18, 2023
Trial Date: April 23, 2025

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that, on February 2, 2024, at 10:00 a.m., Defendant Twofer,
3 LLC (“Twofer”) Demurrer to Plaintiff’s First Amended Complaint (“FAC”) and Motion to Strike
4 Allegations in the FAC came on for hearing in Department 53 of the above-entitled court, the
5 Robert B. Broadbelt presiding. Stanley Park of Moon Law LLP appeared via video conference
6 through LA Court Connect on behalf of Plaintiff Mark Alan Valdes (“Plaintiff”). Corey G. Singer
7 and Seth E. Pierce of Mitchell Silberberg & Knupp LLP appeared via video conference through
8 LA Court Connect on behalf of Twofer. A true and correct copy of the Court’s Tentative Ruling
9 pertaining to the Demurrer and the Motion to Strike is attached hereto as **Exhibit A**.

10 At the conclusion of the hearing, the Court adopted the Tentative Ruling as the Order of
11 the Court on the grounds fully referenced therein. A true and correct copy of the Court’s Order is
12 attached hereto as **Exhibit B**. The Court overruled Twofer’s Demurrer to FAC and granted in part
13 Twofer’s Motion to Strike. Specifically, the Court ordered the following portions of Plaintiff’s
14 FAC stricken **without leave to amend**:

- 15 • The allegation “failure to pay overtime wages” as set forth in paragraph 1, located
16 on page 1, line 7-8.
- 17 • The allegation “failure to provide meal periods” as set forth in paragraph 1, located
18 on page 1, line 8.
- 19 • The allegation “overtime wages” in paragraph 5, subdivision (a), located on page 2,
20 line 4.
- 21 • Paragraph 5, subdivision (b) in its entirety, located on page 2, lines 6-10.
- 22 • Paragraph 5, subdivision (e) in its entirety, located on page 2, lines 16-18.
- 23 • The allegation “overtime wages” as set forth in paragraph 15, located on page 4,
24 line 27.
- 25 • The allegation “failed to provide Plaintiff with uninterrupted meal periods” as set
26 forth in paragraph 15, located on page 4, lines 27-28.

- 1 • The allegation “failed to timely pay all final wages to Plaintiff when Defendants
- 2 terminated Plaintiff’s employment” as set forth in paragraph 15, located on page 5,
- 3 lines 1-2.
- 4 • The allegation “including all overtime wages” as set forth in paragraph 16, located
- 5 on page 5, lines 6-7.
- 6 • Paragraph 17 in its entirety, located on page 5, line 23 through page 6, line 5.
- 7 • Paragraph 20 in its entirety, located on page 7, lines 3-7.
- 8 • The allegation “overtime wages” as set forth in paragraph 21, subdivision (a),
- 9 located on page 7, line 18.
- 10 • The allegation “meal period premium wages” as set forth in paragraph 21,
- 11 subdivision (a), located on page 7, line 18.
- 12 • The allegation “overtime” as set forth in paragraph 21, subdivision (b), located on
- 13 page 7, line 18.
- 14 • The allegation “meal period premium” as set forth in paragraph 21, subdivision (b),
- 15 located on page 7, line 18.
- 16 • The allegation “overtime” as set forth in paragraph 21, subdivision (c), located on
- 17 page 7, line 25.
- 18 • The allegation “meal period premium” as set forth in paragraph 21, subdivision (c),
- 19 located on page 7, line 25.
- 20 • The allegation “overtime” as set forth in paragraph 21, subdivision (d), located on
- 21 page 8, line 1.
- 22 • The allegation “meal period premium” as set forth in paragraph 21, subdivision (d),
- 23 located on page 8, line 2.
- 24 • The allegation “overtime” as set forth in paragraph 21, subdivision (e), located on
- 25 page 8, line 5.
- 26 • The allegation “meal period premium” as set forth in paragraph 21, subdivision (e),
- 27 located on page 8, line 5.

- The allegation “overtime wages” as set forth in paragraph 28, subdivision (a), located on page 10, line 25.
- Paragraph 28, subdivision (b) in its entirety, located on page 10, lines 26-27.
- Paragraph 28, subdivision (d) in its entirety, located on page 11, lines 2-3.
- The allegation “and all meal periods Class Members took or missed” as set forth in paragraph 28, subdivision (e), located on page 11, line 5.
- The allegations “overtime, failure to provide meal periods, failure to maintain accurate records of meal periods,” and “failing to pay final wages at termination” as set forth in paragraph 46 of the Prayer, located on page 28, lines 15-16 and 17-18.

Counsel for Twofer was ordered to give notice and file proof of service.

DATED: February 7, 2024

Respectfully submitted,

MITCHELL SILBERBERG & KNUPP LLP
SETH E. PIERCE
COREY SINGER

By: /s/ Corey G. Singer
Corey Singer
Attorneys for Defendant TWOFER, LLC

EXHIBIT A

DEPARTMENT 53 LAW AND MOTION RULINGS

Tentative rulings are sometimes, but not always, posted. The purpose of posting a tentative ruling is to help focus the argument. The posting of a tentative ruling is not an invitation for the filing of additional papers shortly before the hearing.

Case Number: 23STCV02490 **Hearing Date:** February 2, 2024 **Dept:** 53

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

DEPARTMENT 53

MARK ALAN VALDES, individually and on
behalf of all others similarly situated ;

Plaintiff,

vs.

TWOFER, LLC , et al.;

Case No.: 23STCV02490

Hearing Date: February 2, 2024

Time: 10:00 a.m.

[TENTATIVE] ORDER RE:

Defendants.

- (1) DEFENDANT'S DEMURRER TO FIRST AMENDED COMPLAINT
- (2) DEFENDANT'S MOTION TO STRIKE ALLEGATIONS OF FIRST AMENDED COMPLAINT

MOVING PARTY: Defendant Twofer, LLC

RESPONDING PARTY: Plaintiff Mark Alan Valdes, individually and on behalf of all others similarly situated

) Demurrer to First Amended Complaint

) Motion to Strike Allegations of First Amended Complaint

The court considered the moving, opposition, and reply papers filed in connection with the demurrer and motion to strike.

REQUEST FOR JUDICIAL NOTICE

The court grants defendant Twofer, LLC's requests for judicial notice. (Evid. Code, § 452, subd. (h).)

BACKGROUND

Plaintiff Mark Alan Valdes (“Plaintiff”) filed the operative First Amended Class and Representative Action Complaint in this action on April 18, 2023, against defendant Twofer, LLC and Entertainment Partners Services, LLC. The court dismissed defendant Entertainment Partner Services, LLC pursuant to Plaintiff’s request on March 14, 2023.

Thereafter, on May 3, 2023, Plaintiff filed a “Request for Dismissal of Class and Individual Claims without Prejudice,” requesting that the court dismiss his class and individual claims. The court issued an order dismissing the class and individual allegations pursuant to Plaintiff’s request on May 4, 2023.

Defendant Twofer, LLC (“Defendant”) now moves the court for an order (1) sustaining its demurrer to Plaintiff’s ninth cause of action for civil penalties under the Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) (“PAGA”), and (2) striking from the First Amended Complaint various allegations relating to the alleged overtime pay violations, timely wage payment violations, and meal period premium violations as preempted.

DEMURRER TO FIRST AMENDED COMPLAINT

The court overrules Defendant’s demurrer to the ninth cause of action for civil penalties under PAGA on the ground that it is unmanageable because Defendant no longer requests that the court sustain its demurrer on this ground in light of the California Supreme Court’s recent decision in *Estrada v. Royalty Carpet Mills, Inc.* (January 18, 2024, S274340) ___ Cal.5th ___, 2024 WL 188863. (Notice of Demurrer, p. 3, ¶ 1; Reply, p. 2:1-5.)

The court overrules Defendant’s demurrer to the ninth cause of action for civil penalties under PAGA on the ground of uncertainty because the ninth cause of action is not ambiguous or

unintelligible. (Notice of Demurrer, p. 3, ¶ 2; Code Civ. Proc., § 430.10, subd. (f); *A.J. Fistes Corp. v. GDL Best Contractors, Inc.* (2019) 38 Cal.App.5th 677, 695 [“ “[D]emurrers for uncertainty are disfavored, and are granted only if the pleading is so incomprehensible that a defendant cannot reasonably respond” ”].)

The court overrules Defendant’s demurrer to the ninth cause of action for civil penalties under PAGA on the ground that the court does not have jurisdiction of the subject of this cause of action because Defendant has not shown that Plaintiff did not comply with the statutory requirements regarding notice to the Labor and Workforce Development Agency since Plaintiff’s notice set forth “the specific provisions of [the Labor Code] alleged to have been violated, including the facts and theories to support the alleged violation.” (Code Civ. Proc., § 430.10, subd. (a); Lab. Code, § 2699.3, subd. (a)(1)(A); *Khan v. Dunn-Edwards Corp.* (2018) 19 Cal.App.5th 804, 808-809 [“Before bringing a PAGA claim, a plaintiff must comply with administrative procedures outlined in section 2699.3, regarding notice to the [Labor and Workforce Development Agency]”]; RJN, Ex. D.)

The court denies Defendant’s alternative request that the court require Plaintiff to plead each legal theory for penalties under PAGA as a separate cause of action.

MOTION TO STRIKE ALLEGATIONS OF FIRST AMENDED COMPLAINT

Defendant moves the court for an order striking from the First Amended Complaint the following: (1) the allegations that Defendant failed to pay overtime wages, failed to provide meal periods, and failed to pay all wages to terminated employees as set forth (i) in the portions of paragraphs 1, 5, 15, 16, 21, 28, and (ii) in paragraphs 17 and 20, in their entirety; (2) the second, third, and sixth causes of action in their entirety; and (3) Plaintiff’s request for a declaration that Defendant failed to pay overtime wages, failed to provide meal periods, and failed to pay final

wages at termination, as set forth in the portion of paragraph 46 of the prayer. Defendant moves for this relief on the ground that these claims and requests for relief are preempted by the Labor Management Relations Act.

“[S]ection 301 of the [Labor Management Relations Act] has been construed by the United States Supreme Court to cover and preempt state-law actions seeking to enforce the [collective bargaining agreement] itself and those state law claims that require interpretation or construction of a labor agreement.” (*Gola v. University of San Francisco* (2023) 90 Cal.App.5th 548, 569 [internal quotations omitted].) ““Under section 301 preemption analysis, it is helpful to apply a two-part test to determine whether a claim is preempted. First, the court should evaluate whether the claim arises from independent state law or from the collective bargaining agreement. If the claim arises from the collective bargaining agreement, the claim is preempted as a matter of law. [Citation.] However, if the claim arises from independent state law, the court must then proceed to the second step. In this step, the court determines whether the claim requires “interpretation or construction of a labor agreement,” or whether a collective bargaining agreement will merely be “reference[d]” in the litigation. [Citations.] A state law claim is preempted if a court must *interpret* a disputed provision of the collective bargaining agreement to determine whether the plaintiff’s state law claim has merit.”” (*Melendez v. San Francisco Baseball Associates LLC* (2019) 7 Cal.5th 1, 9-10 [emphasis in original].)

First, the court denies as moot Defendant’s motion to strike the second, third, and sixth causes of action in their entirety. On May 4, 2023, the court ordered “that the class and individual allegations set forth in the First Amended Complaint shall be dismissed, without prejudice.” (May 4, 2023 Order, p. 1:1-5.) According to the First Amended Complaint, “the First through Eighth Causes of Action [have been alleged by Plaintiff] individually and as a class action on behalf of himself and certain current and former employees of Defendant[.]” (FAC ¶ 2.) Thus, it appears

that the effect of the May 4, 2023 order was to dismiss the first through eighth causes of action.

Second, the court finds that Defendant has shown that Plaintiff's claims based on Defendant's alleged failure to pay overtime wages are preempted. The court therefore grants Defendant's motion to strike the allegations relating to Defendant's alleged failure to pay overtime wages.

Defendant has argued, based on the collective bargaining agreement of which the court has taken judicial notice, that (1) Labor Code section 510, on which Plaintiff relies in support of his claim that the aggrieved employees were not paid overtime compensation in violation of the Labor Code, does not apply since the agreement satisfies the requirements of Labor Code section 514, such that (2) the claims for overtime wages are governed by the parties' collective bargaining agreement and not state law. (Mot., pp. 11:4-12:16; Lab. Code, § 514 ["Sections 510 and 511 do not apply to an employee covered by a valid collective bargaining agreement if the agreement expressly provides for" certain requirements set forth by statute].) The court agrees.

The parties' collective bargaining agreement provides for the wages, hours of work, and working conditions of the employees, premium wages for all overtime hours worked, and a regular hourly rate of pay for those employees not less than 30 percent more than the California minimum wage and therefore satisfies the requirements of Labor Code section 514. (RJV Ex. A, pp. 29-34 [minimum wage scales], p. 33 [minimum wage for August 2020 through July 2021 was \$46.02], p. 38, § 7 [overtime provisions].) Thus, the court finds that Plaintiff's claims that Defendant failed to pay all overtime wages pursuant to the Labor Code are preempted by the Labor Management Relations Act because (1) Labor Code section 510 does not apply to Plaintiff for the reasons set forth above, and therefore (2) his claims instead arise under the collective bargaining agreement, not state law. (*Melendez, supra*, 7 Cal.5th at p. 9.)

Third, the court finds that Defendant has shown that Plaintiff's claims based on Defendant's alleged failure to timely pay wages and to pay wages upon termination are preempted. (FAC ¶¶ 15, 20.) The court therefore grants Defendant's motion to strike the allegations relating to Defendant's alleged failure to timely pay wages and to timely pay wages upon termination.

"All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." (Lab. Code, § 204, subd. (a).) "However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees." (Lab. Code, § 204.) The court finds that Plaintiff's claims that Defendant did not timely pay the aggrieved employees as required by Labor Code section 204 are preempted by the Labor Management Relations Act because (1) the parties' collective bargaining agreement sets forth different pay arrangements, such that (2) the claims regarding untimely payment of wages therefore arise from the collective bargaining agreement, not state law. (RJN Ex. A, p. 36, § 3 ["The full payroll week shall be from midnight Saturday to midnight Saturday"]; Lab. Code, § 204, subd. (c); *Melendez, supra*, 7 Cal.5th at p. 9; *Landy v. Pettigrew Crewing, Inc.* (C.D. Cal. 2019) 2019 WL 6245525 at *4 [in analyzing section 204, subdivision (c), concluding that "where a CBA provides for a different pay arrangement from that which exists under state law, a covered employee's right to timely payment 'exists solely as a result of the CBA'"].)

Further, under Labor Code section 201, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." (Lab. Code, § 201, subd. (a).) However, "[w]hen a CBA has alternate pay arrangements to those in the Labor Code, wage payments arise under the CBA and not state law [The] alternate pay

arrangements . . . apply to the regular payment of wages and payment of final wages” (*Rodriguez v. Gonsalves & Santucci, Inc.* (N.D. Cal. 2022) 2022 WL 161892 at *5.) Here, the parties’ collective bargaining agreement provides that, if an employee is laid off and requests pay, “he shall be paid at the time of layoff or his paycheck will be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.” (RJN Ex. A, p. 55, § 19, subd. (a).) Thus, the court finds that Plaintiff’s claims that Defendant did not timely pay the aggrieved employees their wages due upon termination are preempted by the Labor Management Relations Act because (1) the collective bargaining agreement provides for alternative pay arrangements for the payment of final wages, such that (2) these claims arise from the collective bargaining agreement, not state law. (*Melendez, supra*, 7 Cal.5th at p. 9; *Rodriguez, supra*, 2022 WL 161892 at *5.)

Fourth, the court finds that Defendant has shown that Plaintiff’s claims based on Defendant’s alleged failure to provide meal periods are preempted. (FAC ¶ 17.) The court therefore grants Defendant’s motion to strike the allegations relating to Defendant’s alleged failure to provide meal periods.

Pursuant to Labor Code section 512, subdivision (a), “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.” (Lab. Code, § 512, subd. (a).) However, if an employee in the motion picture industry “is covered by a valid collective bargaining agreement that provides for meal periods and includes a monetary remedy if the employee does not receive a meal period required by the agreement, then the terms, conditions, and remedies of the agreement pertaining to meal periods apply in lieu of the applicable provisions pertaining to meal periods of subdivision (a) of [section 512], Section 226.7, and Industrial Welfare Commission Wage Order Numbers 11 and

12.” (Lab. Code, § 512, subd. (d).)

Here, the collective bargaining agreement (1) provides for meal periods, and (2) sets forth a monetary penalty for delayed meal periods. (RJN Ex. A, p. 56, § 20, subd. (a), pp. 57-58, § 20, subd. (h).) Thus, the court finds that, because the collective bargaining agreement includes the information required by Labor Code section 512, subdivision (d), Plaintiff’s claims that Defendant did not provide meal periods are governed by the collective bargaining agreement, and not the Labor Code, and therefore are preempted by the Labor Management Relations Act. (*Melendez, supra*, 7 Cal.5th at p. 9; Lab. Code, § 512, subd. (d).)

The burden is on the plaintiff “to articulate how it could amend its pleading to render it sufficient.” *l* (*Palm Springs Villas II Homeowners Assn., Inc. v. Parth* (2016) 248 Cal.App.4th 268, 290.) *l* To satisfy that burden, a plaintiff “must show in what manner he can amend his complaint and how that amendment will change the legal effect of his pleading.” *l* (*Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349.) The court finds that Plaintiff has not met his burden to show how he can amend the complaint to render it sufficient and outside of the scope of the Labor Management Relations Act. The court therefore grants Defendant’s motion to strike the preempted claims without leave to amend.

ORDER

The court overrules defendant Twofer, LLC’s demurrer to plaintiff Mark Alan Valdes’s ninth cause of action for civil penalties under PAGA.

The court grants in part defendant Twofer, LLC’s motion to strike as follows.

The court orders that the following portions of plaintiff Mark Alan Valdes’s First Amended Class and Representative Action Complaint are stricken without leave to amend:

- The allegation “failure to pay overtime wages” as set forth in paragraph 1, located on page 1, line 7-8.
- The allegation “failure to provide meal periods” as set forth in paragraph 1, located on page 1, line 8.
- The allegation “overtime wages” in paragraph 5, subdivision (a), located on page 2, line 4.
- Paragraph 5, subdivision (b) in its entirety, located on page 2, lines 6-10.
- Paragraph 5, subdivision (e) in its entirety, located on page 2, lines 16-18.
- The allegation “overtime wages” as set forth in paragraph 15, located on page 4, line 27.
- The allegation “failed to provide Plaintiff with uninterrupted meal periods” as set forth in paragraph 15, located on page 4, lines 27-28.
- The allegation “failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff’s employment” as set forth in paragraph 15, located on page 5, lines 1-2.
- The allegation “including all overtime wages” as set forth in paragraph 16, located on page 5, lines 6-7.
- Paragraph 17 in its entirety, located on page 5, line 23 through page 6, line 5.
- Paragraph 20 in its entirety, located on page 7, lines 3-7.
- The allegation “overtime wages” as set forth in paragraph 21, subdivision (a), located

on page 7, line 18.

- The allegation “meal period premium wages” as set forth in paragraph 21, subdivision (a), located on page 7, line 18.
- The allegation “overtime” as set forth in paragraph 21, subdivision (b), located on page 7, line 18.
- The allegation “meal period premium” as set forth in paragraph 21, subdivision (b), located on page 7, line 18.
- The allegation “overtime” as set forth in paragraph 21, subdivision (c), located on page 7, line 25.
- The allegation “meal period premium” as set forth in paragraph 21, subdivision (c), located on page 7, line 25.
- The allegation “overtime” as set forth in paragraph 21, subdivision (d), located on page 8, line 1.
- The allegation “meal period premium” as set forth in paragraph 21, subdivision (d), located on page 8, line 2.
- The allegation “overtime” as set forth in paragraph 21, subdivision (e), located on page 8, line 5.
- The allegation “meal period premium” as set forth in paragraph 21, subdivision (e), located on page 8, line 5.

- The allegation “overtime wages” as set forth in paragraph 28, subdivision (a), located on page 10, line 25.
- Paragraph 28, subdivision (b) in its entirety, located on page 10, lines 26-27.
- Paragraph 28, subdivision (d) in its entirety, located on page 11, lines 2-3.
- The allegation “and all meal periods Class Members took or missed” as set forth in paragraph 28, subdivision (e), located on page 11, line 5.
- The allegations “overtime, failure to provide meal periods, failure to maintain accurate records of meal periods,” and “failing to pay final wages at termination” as set forth in paragraph 46 of the Prayer, located on page 28, lines 15-16 and 17-18.

The court orders defendant Twofer, LLC to give notice of this ruling.

IT IS SO ORDERED.

DATED: February 2, 2024

Robert B. Broadbelt III

Judge of the Superior Court

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 53

23STCV02490

MARK ALAN VALDES vs TWOFER, LLC, et al.

February 2, 2024

10:00 AM

Judge: Honorable Robert B. Broadbelt

Judicial Assistant: K. Mason

Courtroom Assistant: C. Vaughn

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Kane Moon, Esq. by Stanley Park (Telephonic)

For Defendant(s): Seth E. Pierce, Esq. and Corey G. Singer, Esq. (Both Telephonic)
(Telephonic)

NATURE OF PROCEEDINGS: Hearing on Demurrer - with Motion to Strike (CCP 430.10) to First Amended Complaint filed by Defendant Twofer, LLC on 11-13-2023;

Case is called.

Counsel appearing today represent that they have seen the Court's posted tentative ruling. The matter is argued and stands submitted. The tentative ruling is adopted as the Order of the Court on grounds fully reflected therein, and it is signed and filed this day- as the Court's specially-prepared written order.

The Demurrer - with Motion to Strike (CCP 430.10) to First Amended Complaint filed by Defendant Twofer, LLC on 11-13-2023; filed by Twofer, LLC on 11/13/2023 is Overruled.

The Motion to Strike (not initial pleading) Allegations in First Amended Complaint filed by Defendant Twofer, LLC on 11-13-2023; filed by Twofer, LLC on 11/13/2023 is Granted in Part.

The court orders that the following portions of plaintiff Mark Alan Valdes's First Amended Class and Representative Action Complaint are stricken without leave to amend:

- The allegation "failure to pay overtime wages" as set forth in paragraph 1, located on page 1, line 7-8.
- The allegation "failure to provide meal periods" as set forth in paragraph 1, located on page 1, line 8.
- The allegation "overtime wages" in paragraph 5, subdivision (a), located on page 2, line 4.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 53

23STCV02490

MARK ALAN VALDES vs TWOFER, LLC, et al.

February 2, 2024

10:00 AM

Judge: Honorable Robert B. Broadbelt

CSR: None

Judicial Assistant: K. Mason

ERM: None

Courtroom Assistant: C. Vaughn

Deputy Sheriff: None

-
- Paragraph 5, subdivision (b) in its entirety, located on page 2, lines 6-10.
 - Paragraph 5, subdivision (e) in its entirety, located on page 2, lines 16-18.
 - The allegation “overtime wages” as set forth in paragraph 15, located on page 4, line 27.
 - The allegation “failed to provide Plaintiff with uninterrupted meal periods” as set forth in paragraph 15, located on page 4, lines 27-28.
 - The allegation “failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff’s employment” as set forth in paragraph 15, located on page 5, lines 1-2.
 - The allegation “including all overtime wages” as set forth in paragraph 16, located on page 5, lines 6-7.
 - Paragraph 17 in its entirety, located on page 5, line 23 through page 6, line 5.
 - Paragraph 20 in its entirety, located on page 7, lines 3-7.
 - The allegation “overtime wages” as set forth in paragraph 21, subdivision (a), located on page 7, line 18.
 - The allegation “meal period premium wages” as set forth in paragraph 21, subdivision (a), located on page 7, line 18.
 - The allegation “overtime” as set forth in paragraph 21, subdivision (b), located on page 7, line 18.
 - The allegation “meal period premium” as set forth in paragraph 21, subdivision (b), located on page 7, line 18.
 - The allegation “overtime” as set forth in paragraph 21, subdivision (c), located on page 7, line 25.
 - The allegation “meal period premium” as set forth in paragraph 21, subdivision (c), located on page 7, line 25.
 - The allegation “overtime” as set forth in paragraph 21, subdivision (d), located on page 8, line

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 53

23STCV02490

MARK ALAN VALDES vs TWOFER, LLC, et al.

February 2, 2024

10:00 AM

Judge: Honorable Robert B. Broadbelt

Judicial Assistant: K. Mason

Courtroom Assistant: C. Vaughn

CSR: None

ERM: None

Deputy Sheriff: None

1.

· The allegation “meal period premium” as set forth in paragraph 21, subdivision (d), located on page 8, line 2.

· The allegation “overtime” as set forth in paragraph 21, subdivision (e), located on page 8, line 5.

· The allegation “meal period premium” as set forth in paragraph 21, subdivision (e), located on page 8, line 5.

· The allegation “overtime wages” as set forth in paragraph 28, subdivision (a), located on page 10, line 25.

· Paragraph 28, subdivision (b) in its entirety, located on page 10, lines 26-27.

· Paragraph 28, subdivision (d) in its entirety, located on page 11, lines 2-3.

· The allegation “and all meal periods Class Members took or missed” as set forth in paragraph 28, subdivision (e), located on page 11, line 5.

· The allegations “overtime, failure to provide meal periods, failure to maintain accurate records of meal periods,” and “failing to pay final wages at termination” as set forth in paragraph 46 of the Prayer, located on page 28, lines 15-16 and 17-18.

The court orders defendant Twofer, LLC to give notice.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and am not a party to this action. My business address is Mitchell Silberberg &
Knupp LLP, 2049 Century Park East, 18th Floor, Los Angeles, CA 90067-3120, and my business
email address is mark.betti@msk.com.

5 On February 7, 2024, I served a copy of the foregoing document(s) described as **NOTICE**
6 **OF TENTATIVE RULING RE: DEFENDANT TWOFER, LLC'S DEMURRER TO**
7 **PLAINTIFF'S FIRST AMENDED COMPLAINT AND MOTION TO STRIKE**
ALLEGATIONS IN THE FIRST AMENDED COMPLAINT on the interested parties in this
action at their last known address as set forth below by taking the action described below:

8 ☒ **BY ELECTRONIC SERVICE VIA CASE ANYWHERE:** I caused the above-entitled
9 document(s) to be served through the Case Anywhere on-line case management service at
www.caseanywhere.com addressed to all parties appearing on the electronic service list
10 for the above-entitled case.

11 ****Please see attached Case Anywhere Service List.****

12 I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.

13 Executed on February 7, 2024, at Los Angeles, California.

14 

15 Mark Betti

Case Anywhere Electronic Service List

Case Name: **Valdes, et al. v. Twofer, LLC, et al.**

Case Info: **23STCV02490, Los Angeles Superior Court**

Mitchell Silberberg & Knupp LLP

Seth Pierce, Esq. (sep@msk.com)
Corey Singer, Esq. (cgs@msk.com)
2049 Century Park East, 18th Floor
Los Angeles, CA 90067
Phone: (310) 312-2000
Fax: (310) 312-3100

Representing:

Twofer, LLC

Moon Law Group, PC

Brett Gunther, Esq. (bgunther@moonlawgroup.com)
Edwin Kamarzarian, Esq. (ekamarzarian@moonlawgroup.com)
Kane Moon, Esq. (kmoon@moonlawgroup.com)
Stanley Park, Esq. (spark@moonlawgroup.com)
Phillip Song, Esq. (psong@moonlawgroup.com)
1055 West Seventh Street, Suite 1880
Los Angeles, CA 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Representing:

Mark Alan Valdes, et al.

The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Stanley Mosk Courthouse Mailing Address: 111 North Hill Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: MARK ALAN VALDES vs TWOFER, LLC, et al. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 23STCV02490

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 9155228_2024_02_07_11_55_23_949_2
 Submission Number: 24LA00219343
 Court Received Date: 02/07/2024
 Court Received Time: 11:58 am
 Case Number: 23STCV02490
 Case Title: MARK ALAN VALDES vs TWOFER, LLC, et al.
 Location: Stanley Mosk Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 02/07/2024
 Notice Generated Time: 2:16 pm

Documents Electronically Filed/Received

Status

Notice of Ruling	Accepted
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Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859