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

FERNANDO ALBERTO ACEVEDO,
ANTHONY GUZMAN, FERNANDO
HIPOLITO, and VANESSA OLMOS-CORTES,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

CROCS RETAIL, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV15354

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiffs FERNANDO ALBERTO ACEVEDO, ANTHONY GUZMAN, FERNANDO
2 HIPOLITO, and VANESSA OLMOS-CORTES(“Plaintiffs”), based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant CROCS RETAIL, LLC and DOES 1
7 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code
8 violations and unfair business practices stemming from Defendants’ failure to pay for all hours
9 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
10 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate
11 wage statements, and failure to indemnify employees for expenditures.

12 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
13 class action on behalf of themselves and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiffs and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 them, the State of California, and past and present non-exempt employees employed by
21 Defendants in the State of California during the statute of limitations period for their PAGA
22 claim (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

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1 5. Despite these requirements, throughout the statutory period, Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all minimum, straight time, overtime,
16 meal period premium, and rest period premium wages due within the time
17 period specified by California law when employment terminates;
- 18 (e) Failing to provide employees with accurate, itemized wage statements
19 containing all the information required by the California Labor Code and
20 IWC Wage Orders; and
- 21 (f) Failing to indemnify employees for expenditures incurred in direct
22 discharge of duties of employment.

23 6. On information and belief, Defendants, and each of them were on actual and
24 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
25 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
26 willful and deliberate.

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

8. Plaintiff FERNANDO ALBERTO ACEVEDO is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately February 2023 to approximately March 2023.

9. Plaintiff ANTHONY GUZMAN is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately January 2023 to approximately March 2023.

10. Plaintiff FERNANDO HIPOLITO is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2022 to approximately May 2023.

11. Plaintiff VANESSA OLMOS-CORTES is a resident of Los Angeles County, California who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2022 to approximately March 2023.

12. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

13. Plaintiffs are informed and believe and, based upon that information and belief, allege that Defendant CROCS RETAIL, LLC is and at all times herein mentioned was:

(a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

(b) The former employer of Plaintiffs and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant

CROCS RETAIL, LLC suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work and/or controlled their wages, hours, or working conditions.

14. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

15. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

16. Plaintiffs are informed and believe and based thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and based thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants and was engaged with some or all of the other Defendants in a joint enterprise for profit and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and based thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above and that each Defendant knew or should have known about and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiffs worked for Defendants in Los Angeles County, California as hourly-

1 paid, non-exempt employees. During Plaintiffs' employment for Defendants, Defendants paid
2 Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants typically
3 scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but
4 Plaintiffs regularly worked more than eight hours in a workday and/or more than forty (40) hours
5 in a workweek.

6 18. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
7 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
8 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
9 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
10 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
11 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

12 19. Throughout the statutory period, Defendants maintained a policy and practice of
13 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked or under
14 Defendants' control, including minimum, straight time, and overtime wages and not paying
15 overtime wages at the legally-required regular rate of pay by failing to factor all non-
16 discretionary remuneration into the regular rate of pay, such as performance-based bonuses.
17 Defendants required Plaintiffs, the Class, and the Aggrieved Employees to work "off-the-clock,"
18 uncompensated, by, for example, requiring Plaintiffs, the Class, and the Aggrieved Employees to
19 perform work prior to clocking in for the workday, during meal periods, and after clocking out
20 for the workday, such as setting or disabling the alarm, locking or unlocking the door or gate,
21 logging into computers to review and respond to work-related emails and complete other work,
22 undergoing COVID-related temperature screenings, walking to time-clocks and/or other time
23 spent clocking in or waiting to clock in, driving to and from other stores or alternate work
24 locations resulting in increased commute time, taking work-related trainings, undergoing
25 security/bag checks, assisting customers or retrieving product, stocking product or organizing
26 floor displays, answering or otherwise responding to work-related calls, text messages, or emails,
27 waiting for other employees to exit the store, running work-related errands offsite, taking out the
28 trash, and participating in company-wide conference calls. Some of this unpaid work should

1 have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed
2 to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees
3 worked.

4 20. Throughout the statutory period, Defendants wrongfully failed to provide
5 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods when
6 they worked shifts longer than five hours and/or legally-compliant second meal periods when
7 they worked shifts longer than ten hours and failed to pay meal period premiums at the legally-
8 required regular rate of pay. When Plaintiffs, the Class, and Aggrieved Employees worked shifts
9 longer than five hours, Defendants regularly, but not always, failed to provide Plaintiffs, the
10 Class, and the Aggrieved Employees the opportunity to take a 30-minute, uninterrupted, and
11 duty-free meal period in the first five hours of their shifts whenever they worked more than five
12 hours and/or take a second 30-minute, uninterrupted, and duty-free meal period in the first ten
13 hours of their shifts whenever they worked more than ten hours and failed to properly
14 compensate Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were not
15 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
16 continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring,
17 pressuring, or encouraging them to perform work tasks which could not be completed without
18 working in lieu of taking mandatory meal periods or by denying Plaintiffs, the Class, and the
19 Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and
20 practice was not to provide meal periods or pay meal period premiums to Plaintiffs, the Class,
21 and the Aggrieved Employees in compliance with California law.

22 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
23 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest
24 periods when they worked shifts at least three and one-half hours long and failed to pay rest
25 period premiums at the legally-required regular rate of pay. When Plaintiffs, the Class, and
26 Aggrieved Employees worked shifts at least three and one-half hours long, Defendants regularly,
27 but not always, failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees
28 to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major

fraction of four hours), during which time they were relieved of all duties and permitted to leave the premises, and failed to properly compensate Plaintiffs, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods or pay rest period premiums in compliance with California law.

22. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when their employment terminated were not isolated incidents but were instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

23. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

24. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of

1 their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid
2 out-of-pocket for necessary employment-related expenses, including, without limitation, use of
3 personal cell phones and use of personal vehicles (and mileage) to deliver products to other
4 stores, attend meetings, or provide coverage when understaffed.

5 25. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses
6 as a direct result of performing their job duties for Defendants, but Defendants failed to
7 indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related
8 expenses.

9 **CLASS ACTION ALLEGATIONS**

10 26. Plaintiffs bring certain claims individually, as well as on behalf of each and all
11 other persons similarly situated, and thus, seek class certification under California Code of Civil
12 Procedure § 382.

13 27. All claims alleged herein arise under California law for which Plaintiffs seek relief
14 authorized by California law.

15 28. The proposed Class consists of and is defined as:

16 All persons who worked for Defendant CROCS RETAIL, LLC in California as
17 an hourly-paid or non-exempt employee at any time during the period beginning
18 four years and 178 days before the filing of the initial complaint in this action and
ending when notice to the Class is sent.¹

19 29. At all material times, Plaintiffs were members of the Class.

20 30. Plaintiffs undertook this concerted activity to improve the wages and working
21 conditions of all Class Members.

22 31. There is a well-defined community of interest in the litigation and the Class is
23 readily ascertainable:

- 24 (a) Numerosity: The members of the Class (and each subclass, if any) are so
25 numerous that joinder of all members would be unfeasible and impractical.
26 The membership of the entire Class is unknown to Plaintiffs at this time;

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
28 (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180
days are tolled from April 6, 2020 to October 1, 2020.”

1 however, the Class is estimated to be greater than forty (40) individuals
2 and the identity of such membership is readily ascertainable by inspection
3 of Defendants' records.

4 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
5 protect the interests of each Class Member with whom there is a shared,
6 well-defined community of interest, and Plaintiffs' claims (or defenses, if
7 any) are typical of all Class Members' claims as demonstrated herein.

8 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
9 protect the interests of each Class Member with whom there is a shared,
10 well-defined community of interest and typicality of claims, as
11 demonstrated herein. Plaintiffs have no conflicts with or interests
12 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
13 counsel, are versed in the rules governing class action discovery,
14 certification, and settlement. Plaintiffs have incurred, and throughout the
15 duration of this action, will continue to incur costs and attorneys' fees that
16 have been, are, and will be necessarily expended for the prosecution of this
17 action for the substantial benefit of each class member.

18 (d) Superiority: A Class Action is superior to other available methods for the
19 fair and efficient adjudication of the controversy, including consideration
20 of:

- 21 1) The interests of the members of the Class in individually
- 22 controlling the prosecution or defense of separate actions;
- 23 2) The extent and nature of any litigation concerning the controversy
- 24 already commenced by or against members of the Class;
- 25 3) The desirability or undesirability of concentrating the litigation of
- 26 the claims in the particular forum; and,
- 27 4) The difficulties likely to be encountered in the management of a
- 28 class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

32. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

33. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs and the other members of the Class will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

34. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own

business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

35. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

36. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

37. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiffs and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194 and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

38. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

39. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

40. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

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41. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs and the Class.

42. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

43. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice a month.

44. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Pay Overtime Wages)

45. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

46. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

47. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

48. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of

Defendants.

49. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation at the legally-required rate of pay for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

50. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

51. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

52. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

53. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide Meal Periods)

54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

55. Under California Labor Code §§ 226.7 and 512 and Section 11 of the applicable Wage Orders, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of

all duty in order to take their first daily meal periods within the first five hours of the workday whenever they work more than five hours and to take their second meal periods within the first ten hours of the workday whenever they work more than ten hours. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

56. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and the Class with one or both meal periods as required by California law and failed to pay either the corresponding meal period premium at the legally-required regular rate of pay or any meal period premium at all. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods) or pay meal period premiums at the legally-required regular rate of pay, if at all,, Defendants willfully violated the provisions of California Labor Code §§ 226.7 and 512 and the applicable Wage Orders.

57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Authorize and Permit Rest Periods)

58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

59. Under California Labor Code § 226.7 and Section 12 of the applicable Wage Orders, Defendants are required by California law to authorize and permit employees who work at least three and a half hours in a workday to take paid rest periods of at least ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 and applicable Wage Orders for an employer to require any employee to work during any rest period mandated

1 under any Wage Order.

2 60. Despite these legal requirements, Defendants failed to authorize and permit
3 Plaintiffs and the Class to take rest breaks when they worked more at least three and a half hours
4 in a workday and failed to pay either the corresponding rest period premium at the legally-
5 required regular rate of pay or any rest period premium at all. By their failure to permit and
6 authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that
7 Defendants made it impossible or impracticable to take these uninterrupted rest periods) or pay
8 rest period premiums at the legally-required regular rate of pay, if at all, Defendants willfully
9 violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

10 61. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
11 premium wages at the regular rate of pay for each workday he or she was not provided with all
12 required rest break(s), plus interest thereon.

13 **FIFTH CAUSE OF ACTION**

14 **(By All Plaintiffs Against All Defendants for Failure to Pay Wages of Discharged**
15 **Employees – Waiting Time Penalties)**

16 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein
17 paragraphs 1 through 25 in this Complaint.

18 63. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
19 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
20 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
21 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
22 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
23 quit, in which case the employee is entitled to his or her wages at the time of quitting.

24 64. Within the applicable statute of limitations, the employment of many other
25 members of the Class ended, i.e., was terminated by quitting or discharge and the employment of
26 others will be. However, during the relevant time period, Defendants failed and continue to fail
27 to pay terminated Class Members, without abatement, all wages required to be paid by California
28

Labor Code §§ 201 and 202 either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

65. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

67. The Class is entitled to recover from Defendants their daily wages for each day they are or were not paid their final wages due, up to thirty (30) days maximum pursuant to California Labor Code § 203.

68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee.

5 71. Defendants have intentionally and willfully failed to provide employees with
6 complete and accurate wage statements. The deficiencies include, among other things, the
7 failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list
8 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

9 72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
10 and the Class have suffered injury and damage to their statutorily protected rights.

11 73. Specifically, Plaintiffs and the members of the Class have been injured by
12 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
13 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
14 statements under California Labor Code § 226(a).

15 74. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
16 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
17 a result of having to bring this action to attempt to obtain correct wage information following
18 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
19 laws and regulations.

20 75. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
21 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a) or
22 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

23 76. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
24 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor
25 Code § 226(h).

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SEVENTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Failure to Indemnify Employees for Expenditures)

77. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

78. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants, including, but not limited to, work-related use of their personal cell phones and vehicles for work-related driving, all for Defendants' benefit.

80. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

81. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

84. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil

1 Procedure § 1021.5.

2 85. Defendants' activities, as alleged herein, are violations of California law and
3 constitute unlawful business acts and practices in violation of California Business & Professions
4 Code § 17200 *et seq.*

5 86. A violation of California Business & Professions Code § 17200 *et seq.* may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code, are unlawful and in violation of
8 public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous
9 and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of
10 California Business & Professions Code § 17200 *et seq.*

11 **Failure to Pay Minimum and Straight Time Wages**

12 87. Defendants' failure to pay minimum and straight time wages and other benefits in
13 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
14 California Business & Professions Code § 17200 *et seq.*

15 **Failure to Pay Overtime Wages**

16 88. Defendants' failure to pay overtime compensation and other benefits in violation
17 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
18 prohibited by California Business & Professions Code § 17200 *et seq.*

19 **Failure to Provide Meal Periods**

20 89. Defendants' failure to provide meal periods in accordance with California Labor
21 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
22 unfair activity prohibited by California Business & Professions Code § 17200 *et seq.*

23 **Failure to Authorize and Permit Rest Periods**

24 90. Defendants' failure to authorize and permit rest periods in accordance with
25 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
26 and/or unfair activity prohibited by Business and Professions Code § 17200 *et seq.*

27 **Failure to Indemnify Business Expenses**

28 91. Defendants' failure to reimburse expenses incurred in accordance with California

1 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
2 California Business & Professions Code § 17200 *et seq.*

3 92. By and through their unfair, unlawful and/or fraudulent business practices
4 described herein, Defendants have obtained valuable property, money, and services from
5 Plaintiffs and all persons similarly situated and have deprived Plaintiffs and all persons similarly
6 situated of valuable rights and benefits guaranteed by law, all to their detriment.

7 93. Plaintiffs and the Class Members suffered monetary injury as a direct result of
8 Defendants' wrongful conduct.

9 94. Plaintiffs, individually, and on behalf of members of the putative Class, are
10 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
11 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
12 deprived, by means of the above-described unfair, unlawful, and/or fraudulent business practices.
13 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
14 practices of Defendants in order to recover restitution.

15 95. Plaintiffs, individually, and on behalf of members of the putative class, are further
16 entitled to, and do, seek a declaration that the above-described business practices are unfair,
17 unlawful, and/or fraudulent and injunctive relief restraining Defendants, and each of them, from
18 engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in
19 the future.

20 96. Plaintiffs, individually, and on behalf of members of the putative class, have no
21 plain, speedy, and/or adequate remedy at law to redress the injuries which they and the Class
22 suffered as a consequence of the Defendants' unfair, unlawful, and/or fraudulent business
23 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described
24 above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and
25 will continue to suffer irreparable harm unless Defendants, and each of them, are restrained from
26 continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

27 97. Plaintiffs also allege that, if Defendants are not enjoined from the conduct set forth
28 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other

1 withholdings.

2 98. Pursuant to California Business & Professions Code § 17200 *et seq.*, Plaintiffs and
3 putative Class Members are entitled to restitution of the wages withheld and retained by
4 Defendants during a period that commences four years and 178 days prior to the filing of this
5 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
6 Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil
7 Procedure § 1021.5 and other applicable laws; and an award of costs.

8 **NINTH CAUSE OF ACTION**

9 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
10 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

11 99. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
12 1 through 25 in this Complaint.

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

15 101. California Labor Code § 2699(a) specifically provides for a private right of action
16 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
17 law, any provision of this code that provides for a civil penalty to be assessed and collected by
18 the Labor and Workforce Development Agency or any of its departments, divisions,
19 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
20 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
21 herself and other current or former employees pursuant to the procedures specified in Section
22 2699.3."

23 102. Plaintiffs have exhausted their administrative remedies pursuant to California
24 Labor Code § 2699.3. They gave written notice by online filing to the Labor and Workforce
25 Development Agency and by certified mail to Defendants of the specific provisions of the Labor
26 Code that Defendants have violated against Plaintiffs and current and former aggrieved
27 employees, including the facts and theories to support the violations. Plaintiffs also paid the
28 filing fee.

103. The Labor and Workforce Development Agency did not communicate its intention to investigate Defendants' Labor Code violations discussed in the notice within the time prescribed by California Labor Code § 2699.3. Accordingly, Plaintiffs commenced a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in a separately-filed action (Los Angeles County Superior Court, Case No. 24NNCV01096). The separately-filed PAGA Action is being added to this action via the First Amended Class & Representative Action Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

104. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

105. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiffs be appointed as the representatives of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all

1 minimum and straight time wages due;

2 5. For unpaid wages as may be appropriate;

3 6. For pre-judgment interest on any unpaid compensation commencing from the date
4 such amounts were due;

5 7. For liquidated damages;

6 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
7 California Labor Code § 1194(a); and,

8 9. For such other and further relief as the Court may deem equitable and appropriate.

9 As to the Second Cause of Action

10 10. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
12 overtime wages due;

13 11. For unpaid wages at overtime wage rates as may be appropriate;

14 12. For pre-judgment interest on any unpaid overtime compensation commencing
15 from the date such amounts were due;

16 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
17 California Labor Code § 1194(a); and,

18 14. For such other and further relief as the Court may deem equitable and appropriate.

19 As to the Third Cause of Action

20 15. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

22 16. For unpaid meal period premium wages as may be appropriate;

23 17. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due;

25 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5
26 and for costs of suit incurred herein; and,

27 19. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226.7 and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

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

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5 and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code § 17200 *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period

premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

48. For all civil penalties pursuant to California Labor Code § 2699 et seq. and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

50. For such other and further relief as the Court may deem equitable and appropriate.

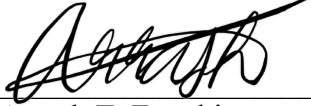
As to all Causes of Action

51. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: December 20, 2024

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi

Arman A. Salehi

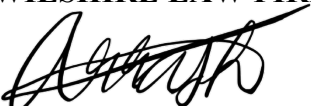
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: December 20, 2024

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi

Arman A. Salehi

Attorneys for Plaintiffs

PROOF OF SERVICE

Acevedo, et al. v. Crocs Retail, LLC, et al.
23STCV15354

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Zeyra Ceballos, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is zeyra.ceballos@wilshirelawfirm.com.

On **December 20, 2024**, I served the foregoing **FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Glenn L. Briggs (SBN 174497)
gbriggs@kadingbriggs.com
Kymberleigh Damron-Hsiao (SBN 240508)
kdh@kadingbriggs.com
Stanley G. Stringfellow II (SBN 259047)
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KADING BRIGGS LLP
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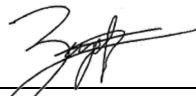
Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party service **CASEANYWHERE**.

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

Executed this **December 20, 2024** at Irvine, California.

Zeyra Ceballos
Type or Print Name


Signature