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6 WILLIAM COLON, on behalf
of all others similarly situated, and also
on behalf of all aggrieved employees

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/14/2023 4:44 PM
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 WILLIAM COLON, an individual, on behalf of
12 all others similarly situated, and also on behalf
of all aggrieved employees,

13 Plaintiffs,

14 v.

15 MINUTE MAN, INC., a California corporation;
16 MICHAEL R. HOFMANS, an individual;
JOAN A. HOFMANS, an individual; and
DOES 1 through 20, inclusive,

17 Defendants.
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CLASS ACTION COMPLAINT

Case No. **23STCV30576**

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7);**
5. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
6. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
7. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);**
8. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**

DEMAND OVER \$25,000

DEMAND FOR JURY TRIAL

1 Plaintiff, WILLIAM COLON, an individual on behalf of himself and all other similarly situated
2 employees and also on behalf of all aggrieved employees (hereinafter collectively referred to as
3 "Plaintiffs"), hereby files this Complaint against Defendants Minute Man, Inc., a California corporation;
4 Michael R. Hofmans, an individual; Joan A. Hofmans, an individual; and Does 1 through 20, Inclusive,
5 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and believe, and thereon
6 allege as follows:

7 8 **INTRODUCTION**

9 1. This is a civil action seeking recovery for Defendants' violations of the California Labor
10 Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the
11 California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common
12 law principles.

13 2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution
14 from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

15 3. The acts complained of herein occurred, occur and will occur, at least in part, within the
16 time period from in or around July 2021, up to and through the time of trial for this matter. This is
17 hereinafter the "Class Period."

18 19 **RELEVANT JOB TITLES**

20 4. For introductory and general information only (and not to be considered a proposed class
21 definition), the relevant job titles held by the Plaintiffs in this action are Defendants' "ground maintenance
22 staff" employees who are paid on an hourly basis (hereinafter including any of Defendants' job positions
23 with substantially similar titles and/or duties). These employees are hereinafter referred to as "Class
24 Plaintiffs."

25 5. The general obligations and responsibilities of Class Plaintiffs are virtually identical from
26 region to region, district to district, office to office, facility to facility, and employee to employee. Any
27 differences in job activities between the different individuals in these positions were and are legally
28 insignificant to the issues presented in this action.

1 **JURISDICTION AND VENUE**

2 6. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
3 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
4 because Defendants maintain offices and transact business within Los Angeles County, and because the
5 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

6 7. The California Superior Court has jurisdiction in this matter because both the individual
7 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
8 of the Superior Court and will be established at trial, according to proof. Further there is no federal
9 question at issue, as the issues herein are based solely on California statutes and law.

10
11 **THE PARTIES**

12 **PLAINTIFF WILLIAM COLON**

13 8. Plaintiff WILLIAM COLON is an individual over the age of eighteen (18) and is now and
14 at all times relevant hereto was a resident of the County of Los Angeles, State of California.

15 9. Plaintiff, WILLIAM COLON has worked for Defendants as ground maintenance staff
16 from in or around July 2021 through in or around March 2023, within the County of Los Angeles, State
17 of California.

18
19 **DEFENDANT MINUTE MAN, INC.**

20 10. Defendant MINUTE MAN, INC. (hereinafter "MINUTE MAN") was and is a California
21 corporation doing business at 6703 Atlantic Ave., City of Bell, in the County of Los Angeles, State of
22 California. At all relevant times, Defendant MINUTE MAN employed 26 or more employees.

23
24 **DEFENDANT MICHAEL R. HOFMANS**

25 11. Defendant MICHAEL R. HOFMANS (hereinafter individually referred to as
26 "MICHAEL") was and is an individual residing and doing business at 6703 Atlantic Ave., Bell, in the
27 County of Los Angeles, State of California. At all relevant times, Defendant MICHAEL employed 26 or
28 more employees.

1
2 **DEFENDANT JOAN A. HOFMANS**

3 12. Defendant JOAN A. HOFFMANS (hereinafter individually referred to as "JOAN") was
4 and is an individual residing and doing business at 6703 Atlantic Ave., Bell, in the County of Los Angeles,
5 State of California. At all relevant times, Defendant JOAN employed 26 or more employees.
6

7 **DOES 1 – 20, INCLUSIVE**

8 13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were
9 licensed to do business and/or actually doing business in California.

10 14. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
11 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
12 names pursuant to CCP §474.

13 15. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
14 capacities as soon as they are ascertained.
15

16 **ALL DEFENDANTS**

17 16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
18 were in some manner legally responsible for the events, happenings, and circumstances alleged in this
19 Complaint.

20 17. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices,
21 wrongs, complaints, injuries and/or damages alleged in this Complaint.

22 18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
23 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
24 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
25 were acting within the course and scope of that agency, servitude and/or employment.

26 19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
27 were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting
28

1 within the course and scope of, and in pursuance of said joint venture, partnership, and common
2 enterprise.

3 20. Defendants, and each of them, at all times mentioned in this Complaint, concurred and
4 contributed to the various acts and omissions of each and every one of the other Defendants in
5 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

6 21. Defendants, and each of them, at all times mentioned in this Complaint approved of,
7 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
8 Complaint.

9 22. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
10 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
11 damages alleged in this Complaint.

12 23. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
13 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
14 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
15 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
16 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
17 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
18 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
19 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

20 24. Whenever and wherever reference is made in this complaint to any act or failure to act
21 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
22 and/or failures to act by each Defendant acting individually, jointly and severally.

23
24 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

25 25. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
26 a unity of interest and ownership between MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A.
27 HOFMANS, and DOES 1-20 (collectively "Defendants") that the individuality and separateness of
28 defendants have ceased to exist.

1 26. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
2 formation of purported corporate existence, MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN
3 A. HOFMANS, and DOES 1-20 are, in reality, one and the same including, but not limited to because:

4 a. MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, are
5 completely dominated and controlled by DOES 1-20, who personally committed the frauds and violated
6 the laws as set forth in this complaint, and who have hidden and currently hide behind MINUTE MAN,
7 INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, to perpetrate frauds, circumvent statutes, or
8 accomplish some other wrongful or inequitable purpose.

9 b. DOES 1-20 derive actual and significant monetary benefits by and through
10 MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS' unlawful conduct, and by
11 using MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, as the funding source
12 for their own personal expenditures.

13 c. MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, and
14 DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct
15 for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or
16 inequitable purpose.

17 d. MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, do not
18 comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

19 e. The business affairs of MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN
20 A. HOFMANS, and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the
21 same cannot reasonably be segregated, and the same are in inextricable confusion. MINUTE MAN,
22 INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, are, and at all times relevant hereto were used
23 by DOES 1-20 as a mere shell and conduit for the conduct of certain of MINUTE MAN, INC.,
24 MICHAEL R. HOFMANS, JOAN A. HOFMANS' affairs, and are, and were, the alter ego of DOES 1-
25 20. The recognition of the separate existence of MINUTE MAN, INC., MICHAEL R. HOFMANS,
26 JOAN A. HOFMANS, would not promote justice, in that it would permit MINUTE MAN, INC.,
27 MICHAEL R. HOFMANS, JOAN A. HOFMANS, to insulate themselves from liability to Plaintiffs for
28 violations of the Government Code, Labor Code, Business and Professions Code and other statutory

1 violations. The corporate existence MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A.
2 HOFMANS, and DOES 1-20 should be disregarded in equity and for the ends of justice because such
3 disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

4 27. Accordingly, MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS,
5 constitutes the alter ego of DOES 1-20, and the fiction of their separate corporate existence must be
6 disregarded.

7 28. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
8 based thereon allege that MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, and
9 DOES 1-20 are Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs were
10 employees of MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, and DOES 1-
11 20. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit
12 of all Defendants, and all Defendants shared control of the responsibility and influence of Class Plaintiffs
13 as an employee, either directly or indirectly, and the manner in which MINUTE MAN, INC., MICHAEL
14 R. HOFMANS, JOAN A. HOFMANS' business was and is conducted.

15 29. Alternatively, Class Plaintiffs are informed and believe and, based thereupon allege, that
16 as and between DOES 1-20 and MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A.
17 HOFMANS, (1) there is an express or implied agreement of assumption pursuant to which DOES 1-20
18 agreed to be liable for the debts of MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A.
19 HOFMANS, (2) the transaction between DOES 1-20 and MINUTE MAN, INC., MICHAEL R.
20 HOFMANS, JOAN A. HOFMANS, amounts to a consolidation or merger of entities, (3) DOES 1-20 is
21 a mere continuation of MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, or (4)
22 the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for MINUTE
23 MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS's debts. Accordingly, DOES 1-20 are
24 the successors of MINUTE MAN, INC., MICHAEL R. HOFMANS, JOAN A. HOFMANS, and are
25 liable on that basis.

CLASS ACTION ALLEGATIONS

30. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

31. The Class Plaintiffs were not paid the legal minimum wage in the State of California as set forth in Labor Code §1182.12 for all hours worked.

32. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week, and were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week. However, Class Plaintiffs were not paid overtime compensation.

33. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California law.

34. The Class Plaintiffs were not permitted to take duty-free meal periods of at least thirty minutes after five hours worked, as required by California law.

35. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during and open termination of employment.

36. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action pursuant to CCP §382.

37. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly situated individuals who are presently employed or were formerly employed as employees paid on an hourly basis (including any of Defendants' job positions with substantially similar titles and/or duties) in California from in or around July 2021 through trial who were not: (1) paid minimum wage for all hours worked; (2) paid overtime compensation for all overtime hours worked; (3) provided legally compliant rest periods, (4) provided legally compliant meal periods, (5) provided accurate wage statements, (6) paid all earned wages timely upon termination of their employment.

38. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated individuals who were formerly employed by Defendants as hourly employees in California from in or

1 around July 2021 through trial who were terminated. Hereinafter, this is referred to as the "Terminated
2 Employee SubClass."

3 39. The Class and the Terminated SubClass are herein collectively referred to as the
4 "Classes."

5 40. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
6 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
7 such time when Class Plaintiffs seek to certify the Classes alleged herein.

8 41. Numerosity (CCP §382):

- 9 a. The potential quantity of members of the Classes as defined is so numerous that
10 joinder of all members is unfeasible and impractical;
- 11 b. The disposition of the claims of the members of the Classes through this class action
12 will benefit both the parties and this Court;
- 13 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
14 however, it is estimated that the membership of the Classes numbers greater than 100
15 individuals; and
- 16 d. The quantity and identity of such membership is readily ascertainable via inspection
17 of Defendants' records.

18 42. Superiority (CCP §382): The nature of this action and the nature of the laws available to
19 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
20 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 21 a. California has a public policy which encourages the use of the class action device;
- 22 b. By establishing a technique whereby the claims of many individuals can be resolved
23 at the same time, the class suit both eliminates the possibility of repetitious litigation
24 and provides small claimants with a method of obtaining redress for claims which
25 would otherwise be too small to warrant individual litigation;
- 26 c. This case involves large corporate Defendants and a large number of individual Class
27 members with many relatively small claims and common issues of law and fact;
- 28

- 1 d. If each individual member of the Classes were required to file an individual lawsuit,
2 the large corporate Defendants would necessarily gain an unconscionable advantage
3 because Defendants would be able to exploit and overwhelm the limited resources of
4 each individual member of the Classes with Defendants' vastly superior financial and
5 legal resources;
- 6 e. Requiring each individual member of the Classes to pursue an individual remedy
7 would also discourage the assertion of lawful claims by the members of the Classes
8 who would be disinclined to pursue an action against Defendants because of an
9 appreciable and justifiable fear of retaliation and permanent damage to their lives,
10 careers, and well-being;
- 11 f. Proof of a common business practice or factual pattern, of which the members of the
12 Classes experienced, is representative of the Classes herein and will establish the right
13 of each of the members of the Classes to recover on the causes of action alleged
14 herein;
- 15 g. Absent class treatment, the prosecution of separate actions by the individual members
16 of the Classes, even if possible, would likely create:
- 17 i) a substantial risk of each individual Plaintiff presenting in separate,
18 duplicative proceedings the same or essentially similar arguments and
19 evidence, including expert testimony;
 - 20 ii) a multiplicity of trials conducted at enormous expense to both the judicial
21 system and the litigants;
 - 22 iii) inconsistent or varying verdicts or adjudications with respect to the
23 individual members of the Classes against Defendants;
 - 24 iv) potentially incompatible standards of conduct for Defendants; and
 - 25 v) potentially incompatible legal determinations with respect to individual
26 members of the Classes which would, as a practical matter, be dispositive
27 of the interest of the other members of the Classes who are not parties to
28

1 the adjudications or which would substantially impair or impede the
2 ability of the members of the Classes to protect their interests.

- 3 h. The claims of the individual members of the Classes are not sufficiently large to
4 warrant vigorous individual prosecution considering all of the concomitant costs and
5 expenses attendant thereto;
- 6 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
7 fashion methods to manage any individual questions; and
- 8 j. The Supreme Court of California urges trial courts, which have an obligation to
9 consider the use of innovative procedural tools to certify a manageable class, to be
10 procedurally innovative in managing class actions.

11 43. Well-defined Community of Interest: Plaintiffs also meet the established standards for
12 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as
13 follows:

- 14 a. Typicality: The claims of Plaintiff WILLIAM COLON are typical of the claims of all
15 members of the Classes she seeks to represent because she has been subject to all the
16 violations described herein, as have all members of the Classes sustained injuries and
17 damages arising out of Defendants' common course of conduct in violation of law
18 and the injuries and damages of all members of the Classes were caused by
19 Defendants' wrongful conduct in violation of law, as alleged herein.
- 20 b. Adequacy: Plaintiff WILLIAM COLON:
- 21 i) is an adequate representative of the Classes she seeks to represent;
- 22 ii) will fairly protect the interests of the members of the Classes;
- 23 iii) has no interests antagonistic to the member of the Classes; and
- 24 iv) will vigorously pursue this suit via attorneys who are competent, skilled
25 and experienced in litigating matters of this type.
- 26 c. Predominant Common Questions of Law or Fact: There are common questions of law
27 and/or fact as to the members of the Classes which predominate over questions
28 affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants failed to pay Class Plaintiffs the minimum wage for all hours worked;
- ii) Whether Defendants failed to pay Class Plaintiffs overtime compensation for all overtime hours worked;
- iii) Whether Defendants failed and continue to fail to authorize and permit legally-requisite rest breaks to Class Plaintiffs in violation of the Labor code and Section 1 of the IWC Wage Orders;
- iv) Whether Defendants failed and continue to fail to authorize and permit legally-requisite meal periods to Class Plaintiffs in violation of the Labor Code and Section 1 of the IWC Wage Orders;
- v) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to Class Plaintiffs;
- vi) Whether Defendants are derivatively liable pursuant to Labor Code §203 to the Terminated Employee SubClass;
- vii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- viii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent business practices within the meaning of B&PC § 17200, et seq.;
- ix) Whether the members of the Classes are entitled to injunctive relief;
- x) Whether the members of the Classes are entitled to restitution; and
- xi) Whether Defendants are liable for attorneys' fees and costs.

44. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Cal.3d 232, 238).

1 **FIRST CAUSE OF ACTION**
2 **FOR FAILURE TO PAY WAGES DUE**
3 **LABOR CODE §§201, 226.7, 512, 1194**
4 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
5 **AGAINST ALL DEFENDANTS**

6 45. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
7 forth in full herein.

8 46. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned
9 and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
10 routinely failed to pay Plaintiffs the minimum wage for all hours worked, failed to pay them overtime
11 compensation for overtime hours worked, and failed to compensate them for missed meal and rest
12 breaks.

13 47. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
14 §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

15 48. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct
16 and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are
17 entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

18
19 **SECOND CAUSE OF ACTION**
20 **FOR FAILURE TO PAY MINIMUM WAGES**
21 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
22 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
23 **AGAINST ALL DEFENDANTS**

24
25 49. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
26 though set forth in full herein.

27 50. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
28 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid

1 hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the
2 minimum wage for every hour worked.

3 51. In the four years immediately preceding the filing of this complaint, Employers failed and
4 refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set forth in Labor
5 Code §1182.12.

6 a. From July 2021 through trial, Class Plaintiffs worked hours without getting paid
7 anything at all, not their regular hourly wage, or even the minimum wage.

8 52. Defendants' failure to pay the legal minimum wage to Class Plaintiffs as alleged herein is
9 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil
10 action for the unpaid balance of the full amount of the unpaid wages owed.

11 53. Pursuant to Labor Code §1194, Class Plaintiffs requests that the court award reasonable
12 attorneys' fees and costs incurred by Class Plaintiffs in this action.

13 54. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover
14 liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged,
15 plus interest thereon.

16
17 **THIRD CAUSE OF ACTION**
18 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
19 **LABOR CODE §§510, 1194**
20 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
21 **AGAINST ALL DEFENDANTS**

22 55. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
23 forth in full herein.

24 56. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
25 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
26 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
27 hours in a single day. It also requires employers to pay their non-exempt employees overtime
28 compensation for the first eight hours of work done on the seventh consecutive day of work done in any

1 work week and double-time compensation for any work done beyond the first eight hours on the seventh
2 consecutive day of work.

3 57. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
4 §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

5 58. At all relevant times, Class Plaintiffs were required to work more than eight hours per
6 day and/or more than 40 hours per workweek.

7 59. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime
8 compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare
9 Commission Order No. 5-2001.

10 60. From July 2021 through trial, Class Plaintiffs worked overtime hours each week, all of
11 which should have been paid at 1.5 times their regular hourly wage rate at that time. Defendants failed
12 to pay Class Plaintiffs the requisite overtime wages in the four years immediately preceding the filing
13 of this complaint.

14 61. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and
15 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled
16 to recover such amounts, plus interest thereon, attorneys' fees and costs.

17
18 **FOURTH CAUSE OF ACTION**
19 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL AND REST BREAKS**
20 **LABOR CODE §§226.7, 512, 516**
21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
22 **AGAINST ALL DEFENDANTS**

23 62. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
24 forth in full herein.

25 63. Labor Code §226.7 requires an employer to provide every employee with an
26 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
27 substantial portion thereof, and further prohibits an employer from requiring "an employee to work
28 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable

1 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
2 Standards Board, or the Division of Occupational Safety and Health.”

3 64. Labor Code §512 requires employers to provide every employee with an uninterrupted
4 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

5 65. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend
6 working condition orders with respect to break periods, meal periods, and days of rest for any workers
7 in California consistent with the health and welfare of those workers.”

8 66. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
9 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
10 work period. The authorized rest period time shall be based on the total hours worked daily at a rate of
11 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
12 not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.
13 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
14 wages.”

15 67. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
16 employee a rest period in accordance with the applicable provisions of this order, the employer shall pay
17 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
18 the rest period is not provided.”

19 68. Section 11(A) of the IWC Wage Order(s) states: “No employer shall employ any person
20 for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except
21 that when a work period of not more than six (6) hours will complete the day’s work the meal period
22 may be waived by mutual consent of the employer and the employee. Unless the employee is relieved
23 of all duty during a 30-minute meal period, the meal period shall be considered an —on duty— meal
24 period and counted as time worked.”

25 69. Section 11(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
26 employee a meal period in accordance with the applicable provisions of this order, the employer shall
27 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
28 that the meal period is not provided.”

1 70. The Class Plaintiffs sometimes worked over 5 hours per shift.

2 71. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
3 exceeding 4 hours of employment and a meal period of not less than 30 minutes prior to exceeding 5
4 hours of employment.

5 72. As a matter of Defendants' established company policy, Defendants failed to always
6 authorize and permit all required meal and rest periods established by Labor Code §§ 226.7, 512 and
7 516 and Sections 11 and 12 of the IWC Wage Order(s).

8 73. Pursuant to Sections 11 and 12 of the IWC Wage Order(s) and Labor Code §226.7(b)
9 which states "if an employer fails to provide an employee a meal or rest period in accordance with an
10 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
11 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
12 or rest period is not provided," the Class Plaintiffs are entitled to damages in an amount equal to 1
13 additional hour of pay at each employee's regular rate of compensation for each work day that the meal
14 and/or rest period was not provided.

15 74. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
16 for prejudgment interest on all amounts recovered herein.

17
18 **FIFTH CAUSE OF ACTION**
19 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
20 **LABOR CODE §§226**
21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
22 **AGAINST ALL DEFENDANTS**

23 75. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
24 forth in full herein.

25 76. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
26 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
27 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
28 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours

1 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,
3 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee”

5 77. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall
6 keep accurate information with respect to each employee including the following: (3) Time records
7 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
8 total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
9 applicable rates of pay”

10 78. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California
11 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
12 by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period
13 and split shift interval, the total daily hours worked, and the total hours worked per pay period and
14 applicable rates of pay.

15 79. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
16 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all
18 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
19 pay period and the corresponding number of hours worked at each hourly rate by each respective
20 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
21 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
22 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

23 80. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
24 suffers injury if the employer fails to provide accurate and complete information as required by any one
25 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
26 requisite information without reference to other documents or information.

27 81. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
28 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the

1 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
2 reference to other documents or information.

3 82. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
4 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
5 written accurate itemized statements showing all requisite information, including but not limited to total
6 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
7 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
8 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
9 the correct information regarding various items, including but not limited to total hours worked by the
10 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate.

12 83. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
13 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 14 a. Confusion over whether they received all wages owed them by Defendants;
- 15 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 16 c. Being forced to engage in mathematical computations to analyze whether
17 Defendants' wages in fact compensated for all hours worked;
- 18 d. The inability to accurately calculate wage rates complicated by the fact that wage
19 statement information required by Labor Code §226 is missing;
- 20 e. That such practice prevents the Class Plaintiffs from being able to effectively
21 challenge information on their wage statements; and/or
- 22 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
23 required to collect and analyze the very information that California law requires.

24 84. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
25 four thousand dollars (\$4,000.00), whichever is greater.

26 85. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
27 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

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1 86. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
2 an award of costs and reasonable attorneys' fees.

3
4 **SIXTH CAUSE OF ACTION**
5 **FOR WAITING TIME PENALTIES**
6 **LABOR CODE §203**

7 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**

8 **AGAINST ALL DEFENDANTS**

9 87. The Terminated Employee SubClass re-alleges and incorporates by reference the above
10 paragraphs as though set forth in full herein.

11 88. Labor Code §203 provides that if an employer willfully fails to pay, without abatement
12 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is
13 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
14 days from the due date thereof, until paid or until an action therefore is commenced.

15 89. The members of the Terminated Employee SubClass are no longer employed by
16 Defendants as they were either discharged from or quit Defendants' employ.

17 90. Defendants had a consistent and uniform policy, practice and procedure of willfully
18 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
19 amendment or proof.

20 91. As set forth above, Defendants willfully failed to pay the members of the Terminated
21 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-
22 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

23 92. Defendants' willful failure to pay wages to the members of the Terminated Employee
24 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due
25 to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay
26 them.

27 93. Thus, the members of the Terminated Employee SubClass are entitled to recovery
28 pursuant to Labor Code §203, as well as attorneys' fees and costs.

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SEVENTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

94. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

95. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act..."

96. B&PC §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

97. B&PC §17204 provides that an action for relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

98. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

99. Defendants have engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

100. Defendants' use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors.

101. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

1 102. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
2 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
3 practices complained of herein.

4 103. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
5 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

6 104. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
7 prohibiting Defendants from engaging in the foregoing conduct.

8 105. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
9 relief sought from Defendants.

10
11 **EIGHTH CAUSE OF ACTION**
12 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
13 **LABOR CODE §2699**
14 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
15 **AGAINST ALL DEFENDANTS**

16 106. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
17 forth in full herein.

18 107. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action
19 against Defendants, on behalf of herself and other current or former employees, seeking statutory civil
20 penalties for Defendants' violations of the California Labor Code.

21 108. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a)
22 and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them,
23 as previously pleaded in this Complaint.

24 109. On October 5, 2023, more than 65 calendar days before filing this Complaint, Class
25 Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency and
26 to Defendant MINUTE MAN, INC. of the specific provisions of the California Labor Code that
27 Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations
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1 included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 1174, 1182.12, 1194, 1194.2, 1197, each
2 of which is enumerated among the serious violations set forth in Labor Code §2699.5.

3 110. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33
4 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this
5 Complaint, Defendants have not cured such violations within the specified time period. Consequently,
6 Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3

7 111. As of the filing of this Complaint, Class Plaintiffs has not received any response from the
8 Labor and Workforce Development Agency on its intent to pursue an action against Defendants.
9 Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

10 112. As a direct and proximate result of Defendants' California Labor Code violations as set
11 forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per
12 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
14 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
15 provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

16 113. Plaintiffs, as a personal representative of the general public, will and does seek to recover
17 any and all penalties for each and every violation shown to exist or to have occurred during the one year
18 period before Plaintiffs filed Notice with the LWDA of her intent to bring this action, in an amount
19 according to proof, as to those penalties that are otherwise only available to public agency enforcement
20 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the
21 penalties recovered being reimbursed to the State of California and the Labor and Workforce
22 Development Agency. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the
23 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). This claim under Labor Code §2699
24 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys
25 General Act.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That the Court issue an Order certifying the Classes herein, appointing the named Plaintiff WILLIAM COLON as representative of all others similarly situated, and appointing the law firm(s) representing the named Plaintiff WILLIAM COLON as counsel for the Class Plaintiffs;

As to the First Cause of Action for Failure to Pay Wages:

- a. For recovery of the unpaid balance of the full amount of wages due and owing, according to proof;
- b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 558, 1182.12, 1194, 1194.2;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

As to the Second Cause of Action for Failure to Pay Minimum Wage:

- a. For recovery of the unpaid balance of the full amount of minimum wages due and owing, according to proof;
- b. For prejudgment interest as allowed by Labor Code § 510;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

As to the Third Cause of Action for Failure to Pay Overtime Compensation:

- a. For recovery of the unpaid balance of the full amount of overtime wages due and owing, according to proof;
- b. For prejudgment interest as allowed by Labor Code § 510;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

As to the Fourth Cause of Action for Failure to Authorize and Permit Meal and Rest Periods:

- a. For one (1) hour of pay at the regular rate of compensation for each of the Class Plaintiffs for each workday that a meal and/or rest period was not provided
- b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

1 As to the Fifth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- 2 a. For damages according to proof;
3 b. For recovery as authorized by Labor Code §226(e) and 226.3;
4 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
5 §226(g);

6 As to the Sixth Cause of Action for Derivative Violations of Labor Code §203:

- 7 a. For recovery as authorized by Labor Code §203;
8 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
9 Labor Code §1194(a);

10 As to the Seventh Cause of Action for Unfair Business Practices:

- 11 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
12 Court review, to determine the amount to be returned by Defendants, and the amounts to be
13 refunded to members of the Classes who are owed monies by Defendants;
14 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
15 home address, home telephone number and, if available, email address;
16 c. For an Order requiring Defendants to make full restitution and payment pursuant to California
17 law;
18 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
19 engaging in the acts complained of herein;
20 e. For all other appropriate injunctive, declaratory and equitable relief;
21 f. For interest to the extent permitted by law;
22 g. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
23 of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or any
24 other applicable provision of law;

25 As to the Eight Cause of Action for Derivative Violations of Labor Code §2699:

- 26 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent
27 and apart from other penalties in the Labor Code and for Labor Code violations without a
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- 1 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each
2 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- 3 b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and
4 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars
5 (\$50) for each aggrieved underpaid employee for each pay period for the employee was
6 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For
7 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee
8 for each pay period for which the employee was underpaid, and an additional penalty amount
9 sufficient to recover the underpaid wages; and (iii) for these amounts to be paid to the
10 aggrieved employees;
- 11 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1) and
12 any other applicable statute;

13 As to All Causes of Action:

- 14 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
15 and costs incurred.

17 DATED: December 14, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

19 By: /

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
WILLIAM COLON on behalf of all others
similarly situated, and also on behalf of all
aggrieved employees

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1 **JURY TRIAL DEMANDED**

2 Plaintiffs demand trial of all issues by jury.

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4 DATED: December 14, 2023

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

6 By: _____

Ramin R. Younessi, Esq.

Attorney for Plaintiffs

7 WILLIAM COLON, on behalf of all others
8 similarly situated, and also on behalf of all
9 aggrieved employees