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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

MOISES FLORES, JOSE VALDIVIA  
individually, and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

BEACHCOMBER AT CRYSTAL COVE,  
LLC, a limited liability company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No.

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES, INJUNCTIVE  
RELIEF, DECLARATORY RELIEF,  
PENALTIES AND RESTITUTION**

1. Failure to Pay Wages For All Hours Worked (Cal. Lab. Code §§ 204, 210, 218, 1194, 1194.2);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 218, 510, 1194);
3. Failure to Provide Mandatory Meal-and-Rest Breaks (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Provide Accurate Wage Statements (Cal. Lab. Code §§ 226, 1174);
5. Waiting Time Penalties (Cal. Labor Code §§ 201-203);
6. Violation of California's Unfair Competition Law (Cal. Business & Professions Code §§ 17200, *et seq.*) ; and
7. Violation of Labor Code §§ 2698 *et seq.* ("PAGA").

**DEMAND FOR JURY TRIAL**

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1           1.       Plaintiffs MOISES FLORES and JOSE VALDIVIA (“Plaintiffs”), individually,  
2 and on behalf of themselves and classes of those similarly situated, file this Class Action Complaint  
3 against Defendants BEACHCOMBER AT CRYSTAL COVE, LLC; and DOES 1 through 50  
4 (collectively, “Defendants”), and alleges as follows:

5  
6                   **I.       INTRODUCTION AND FACTUAL BACKGROUND**

7           2.       Plaintiffs bring this class action pursuant to Code of Civil Procedure § 382  
8 against Defendants for, among other things: (a) nonpayment of wages (including minimum  
9 wages and overtime wages); (b) nonprovision of compliant meal periods; (c) nonprovision of  
10 compliant rest breaks; (d) failure to provide accurate wage statements; and (e) for failure to pay  
11 all wages due upon termination of employment.

12           3.       For the four years prior to the filing of this Complaint to the present including any  
13 tolling (the “Class Period”), Defendants have and continue to employ non-exempt hourly  
14 employees.

15           4.       Plaintiffs are informed and believe, and thereon allege, that at all times herein  
16 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and  
17 advisors knowledgeable about California labor and wage law, employment and personnel practices,  
18 and about the requirements of California law.

19           5.       Labor Code § 1198 provides: “The maximum hours of work and the standard  
20 conditions of labor fixed by the commission shall be the maximum hours of work and the standard  
21 conditions of labor for employees. The employment of any employee for longer hours than those  
22 fixed by the order or under conditions of labor prohibited by the order is unlawful.”

23           6.       In accordance with its power under section 1198, the Industrial Welfare  
24 Commission adopted Wage Orders prescribing the minimum wages, maximum hours, and standard  
25 conditions of employment for employees in this state.

26           7.       During the relevant time period, Defendants did not authorize and permit lawful  
27 meal periods and rest breaks for Plaintiffs and Class members. This was based on policies (or  
28

1 lack thereof) as well as their practices that applied to all Class members.

2 8. Plaintiffs and Class members were regularly not provided with all compliant  
3 meal periods to which they were entitled. This includes that Defendants required Plaintiffs and  
4 Class members to regularly work through meal periods. This resulted in interrupted meal  
5 periods that were not sufficiently long to comply with the law or a complete lack of a meal  
6 period. Defendants were well aware of this, but Plaintiffs and Class members still had 30  
7 minutes deducted from their daily time, despite the fact that they were working for part of or  
8 all of their meal period and meal period premiums were not paid. Based on the hours worked,  
9 the time spent working during meal periods (for which they were not paid) would be overtime  
10 hours, and result in not only overtime wages owed but also minimum wage and liquidated  
11 damages.

12 9. Furthermore, meal periods were regularly untimely or not taken at all including  
13 because of the press of business and pressure of Defendants to complete tasks. In fact, to the  
14 extent that meal periods were provided they were regularly well past the 5<sup>th</sup> hour. Defendant  
15 also regularly changed the time of alleged meal periods in the system to make them appear  
16 timely. Again, compliant meal period premiums were not paid.

17 10. Additionally, Defendants' non-exempt employees were not authorized and  
18 permitted lawful rest breaks as required. Plaintiffs and Class members were not permitted or  
19 authorized to take these, and in fact did not take them, due to, among other things, the press of  
20 business and Defendants' requirements. Defendant was aware of this but did not pay Plaintiffs  
21 and Class members a complaint rest break premium.

22 11. As such, Plaintiffs and Class members were not authorized and permitted lawful  
23 meal periods and rest breaks and were not provided with one hour's wages in lieu thereof in violation  
24 of, among others, California Labor Code §§ 512 and 226.7 and applicable IWC Wage Orders. This  
25 has also resulted in a failure to pay for all wages for hours worked during meal periods. The  
26 wages include regular time wages, overtime, and minimum wages (with its resulting liquidated  
27 damages)  
28

1           12. Defendants' non-exempt employees were not authorized and permitted lawful meal  
2 periods and rest breaks and were not provided with one hour's wages in lieu thereof, in one or more  
3 of the following manners.

- 4           a. employees were regularly not authorized and permitted full and timely thirty-minute  
5 meal periods for workdays in excess of five and/or ten hours and were not compensated  
6 one hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7,  
7 512, and applicable IWC Wage Orders;  
8           b. employees were regularly not authorized and permitted full and timely ten-minute rest  
9 breaks for workdays in excess of four and/or eight and/or twelve hours and were not  
10 compensated one hour's wages in lieu thereof, all in violation of, among others, Labor  
11 Code §§ 226.7 and applicable IWC Wage Orders;  
12           c. employees were required to work through their daily meal period(s) and rest break(s);  
13           d. employees were required to work longer than five hours before being allowed to take a meal  
14 period;  
15           e. employees were required to work longer than four hours before being allowed to take a rest  
16 period; and  
17           f. employees were severely restricted in their ability to take a meal period or rest break.

18           13. On information and belief, Plaintiffs allege that they and the Class members did  
19 not waive meal periods during the Class period.  
20

21           14. During the course of Plaintiffs' and Class members' employment, Defendants  
22 also failed to compensate Plaintiffs and the Class members for all hours worked (including  
23 minimum wage and overtime wages). This includes, as noted above, that they were required  
24 to work during their meal periods, but the full thirty minutes was still deducted from their pay.

25           15. Despite Plaintiffs and Class members working in excess of eight hours per day  
26 and/or 40 hours per week, they were not paid all wages, or wages at the proper rate, for this  
27 time as required by Labor Code §§ 510 and 1194 in one or more of the following manners:

- 28           1. By failing to pay for all hours worked;

2. By failing to pay for all hours worked at the appropriate rate;
3. By deducting time for meal periods during which employees were actually working;
4. By arbitrarily reducing hours worked;
5. Through failure to maintain proper records; and
6. Through other methods to be discovered.

16. Furthermore, as a result of Defendants' illegal and unlawful conduct as set forth above, Defendants have knowingly and intentionally failed to comply with the itemized wage-statement provisions and have failed to pay the damages and penalties for said violations as required by California law, including the failure to include gross and net wages earned, total hours worked and the applicable rate of pay, meal period and rest break premiums. They also failed to record hours and meal periods and maintain accurate payroll in violation of California Labor Code §§ 226 and 1198, as well as the Industrial Wage Order.

17. Furthermore, Defendants failed to timely pay for all wages owed to Class members upon termination of employment. As detailed above, Class members were not provided proper meal periods and/or rest breaks and were not provided with a one-hour penalty in lieu thereof, and were not paid all wages owed.

18. As a result of the above, Defendants have also engaged in unfair, fraudulent and deceptive business practices within the meaning of the Business & Professions Code §§ 17200, *et seq.*, as further detailed below.

19. Plaintiffs, on behalf of themselves and the non-exempt employees, bring this action pursuant to California Labor Code §§ 201-203, 204, 210, 218, 226, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1174, 1197, 1197.1 and 1198, and the applicable Industrial Welfare Commission Wage Orders ("Wage Orders"), seeking unpaid wages (including minimum and overtime wages), unpaid meal period and rest break premiums, penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

20. Plaintiffs, on behalf of themselves and the non-exempt employees, pursuant to

1 Business & Professions Code §§ 17200, *et seq.*, also seeks injunctive relief, and restitution, from  
2 Defendants for their failure to pay the wages and penalties as set forth above.

## 3 **II. THE PARTIES**

### 4 **A. The Plaintiffs**

5 21. Plaintiff Moises Flores is a current resident of Orange County, California. He was  
6 employed by Defendants during the relevant time period. He will serve as an adequate, typical and  
7 active participant and class representative for the proposed Class and/or Subclasses as defined  
8 herein.

9 22. Plaintiff Jose Valdivia is a current resident of Orange County, California. He was  
10 employed by Defendants during the relevant time period. He will serve as an adequate, typical and  
11 active participant and class representative for the proposed Class and/or Subclasses as defined  
12 herein.

13 23. As detailed above, Plaintiffs were not paid for all hours, were not provided all  
14 complaint meal periods, and were not authorized and permitted all and rest breaks during the Class  
15 Period.

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

### 19 **B. The Defendants**

20 25. Defendants are a restaurant.

21 26. Defendants employed Plaintiffs and other non-exempt employees in California. The  
22 illegal and unlawful policies and practices described herein were performed by Defendants in  
23 California.

24 27. Defendant BEACHCOMBER AT CRYSTAL COVE, LLC, was and is, upon  
25 information and belief, a California Limited Liability Company with the capacity to sue and to  
26 be sued, and doing business, in the State of California, with a principal place of business in  
27 Orange County. At all times hereinafter mentioned, Defendant BEACHCOMBER AT  
28

CRYSTAL COVE, LLC, was an employer whose employees were engaged throughout this county and the State of California.

28. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants DOES 1 through 50 are unknown to Plaintiffs, who therefore sues these defendants by fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs further allege that each of these fictitious defendants is in some manner responsible for the acts and occurrences herein set forth. Plaintiffs will amend this Complaint to show these defendants' true names and capacities when ascertained, as well as the manner in which each fictitious defendant is responsible.

29. At all times mentioned herein, the Defendants named as DOES 1-50, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs and aggrieved employees in the State of California.

30. At all times mentioned herein, each Defendant was the agent, servant, or employee of the other Defendants and in acting and omitting to act as alleged herein did so within the course and scope of that agency or employment.

### III. JURISDICTION AND VENUE

31. The unlawful acts alleged herein arise under the laws of the State of California and have a direct effect on Plaintiffs and other employees who work and/or performed work within the State of California.

32. Business & Professions Code § 17204 provides that any person acting on his or his own behalf may bring an action in a court of competent jurisdiction.

33. The Orange County Superior Court has personal jurisdiction over Defendants because: (1) they operate within this County; (2) are qualified with the California Secretary of State to do business and is doing business in California, and in this County; and (3) because many of the acts complained of occurred and arose in California, and specifically, this County. Additionally, each is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and

substantial justice.

34. Venue as to Defendants is proper in this judicial district, pursuant to Code of Civil Procedure § 395, as one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

35. California Labor Code sections 2699 et seq., (the “PAGA”), authorizes aggrieved employees to sue directly for various civil penalties under the California Labor Code.

36. Plaintiff timely provided notice to the California Labor Workforce Development Agency (“LWDA”) and to Defendants, pursuant to California Labor Code section 2699.3(a). Therefore, he may proceed with this action for penalties pursuant to California Labor Code § 2699, et seq.

#### IV. CLASS ACTION ALLEGATIONS

37. Plaintiffs are non-exempt employees who were employed by Defendants during the Class Period.

38. Plaintiffs bring this action individually, as well as on behalf of each and all other persons similarly situated in a concerted effort to improve wages and working conditions for other non-exempt and/or hourly employees, and thus seek class certification under Code of Civil Procedure § 382.

39. The proposed Class consists of and is defined as:

All individuals (a) who are currently or formerly employed by Defendants and performed work in California as non-exempt hourly employees or similar job position, job title, job code, job classification, or job description, and (b) who were subject to Defendants’ illegal policies and practices as alleged herein during the Class Period.

40. The proposed sub-classes consist of and are defined as:

UNPAID WAGE SUBCLASS: All members of the Class who Defendants failed to pay an hourly wage for each hour worked during the Class Period.

OVERTIME SUB-CLASS: All members of the Class who were not paid overtime compensation for all hours worked in excess of eight hours per day and/or 40 hours per week.

MEAL PERIOD SUB-CLASS: All members of the Class who were not authorized and permitted to take a 30-minute, uninterrupted meal period for every five hours worked per day, and were not compensated one hour's pay for each day on which such meal period was not authorized and permitted.

REST BREAK SUB-CLASS: All members of the Class who were not authorized and permitted to take a 10-minute, uninterrupted rest break for every four hours worked per day, or major fraction thereof, and were not compensated one hour's pay for each day on which such rest break was not authorized and permitted.

WAGE STATEMENT SUBCLASS: All members of the Class that Defendants did not provide accurate itemized wage statements showing all hours actually worked, all wages earned, meal period and rest break premiums and the applicable rates of pay during the Class Period.

WAITING TIME SUB-CLASS: All members of the Class who, at any time after the date three years prior to the filing of this Complaint, separated their employment from Defendants and were not paid wages within the times specified by Labor Code §§ 201-203 and are owed restitution for waiting time penalties deriving from wages.

UCL SUBCLASS: All members of the Class who, during the Class Period, are owed restitution of unpaid wages resulting from Defendants' systematic violations of California's Labor Code and the Wage Orders.

41. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Subclasses and reserves the right to do so. In any event, Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Class or Subclasses defined herein.

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

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

- a. Numerosity: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such

1 membership is readily ascertainable by inspection of Defendants' employment  
2 records.

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

7 c. Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the  
8 interests of each Class member with whom there is a shared, well-defined  
9 community of interest and typicality of claims, as demonstrated herein. Plaintiffs  
10 acknowledge that Plaintiffs have an obligation to make known to the Court any  
11 relationship, conflicts or differences with any Class member. Plaintiffs' attorneys,  
12 the proposed Class counsel, are well versed in the rules governing class action  
13 discovery, certification, and settlement.

14 d. Superiority: The nature of this action makes the use of class action adjudication  
15 superior to other methods. A class action will achieve economies of time, effort,  
16 and expense as compared with separate lawsuits, and will avoid inconsistent  
17 outcomes because the same issues can be adjudicated in the same manner and at the  
18 same time for the entire class.

19 e. Public Policy Considerations: Employers in the State of California violate  
20 employment and labor laws every day. Current employees are often afraid to assert  
21 their rights out of fear of direct or indirect retaliation. Former employees are fearful  
22 of bringing actions because they believe their former employers might damage their  
23 future endeavors through negative references and/or other means. Class actions  
24 provide the Class members who are not named in the complaint with a type of  
25 anonymity that allows for the vindication of their rights at the same time as their  
26 privacy is protected.  
27  
28

1 f. Manageability of Class and Common Proof: The nature of this action and the  
2 nature of laws available to Plaintiffs make use of the class action format and  
3 procedure a particularly efficient and appropriate procedure to afford relief to  
4 Plaintiffs and members of the Class for the wrongs alleged herein. Specifically,  
5 liability will turn on Defendants' own uniform, systematic practices of failing  
6 to properly pay their employees, failing to provide lawful meal periods and  
7 authorize and permit lawful rest breaks in violation of California law during the  
8 Class Period. Therefore, the wage violations are predominant questions of fact  
9 that are easily capable of being determined through manageable devices of  
10 common proof, such as statistical random sampling, survey evidence based on  
11 scientific principles, representative testimony, documentary evidence and  
12 common practices/procedures of Defendants in treating each of the members of  
13 the Class as a homogeneous group. Once the predominant issues of wage  
14 compliance are determined, then each of the derivative subclass claims and  
15 damages suffered by each member of the Class will be capable of being shown  
16 by several means of common proof and limited by individual showings of  
17 entitlement to recovery that can be professionally administered and tailored to  
18 the facts and circumstances of the case.  
19

20 44. There are common questions of law and fact as to the Class (and each subclass, if any) that  
21 predominate over questions affecting only individual members, including but not limited  
22 to:

- 23 a. Whether Defendants' failure to pay wages, without abatement or reduction, in  
24 accordance with the California Labor Code, was willful;  
25 b. Whether Defendants deprived Plaintiffs and Class members of lawful meal periods  
26 or one hour of pay in lieu thereof or required Plaintiffs and Class members to work  
27 during meal periods without compensation;  
28

- c. Whether Defendants deprived Plaintiffs and Class members of lawful rest breaks or one hour of pay in lieu thereof;
- d. Whether Defendants' conduct was willful or reckless;
- e. Whether Defendants violated Labor Code § 226 by failing to timely furnish Plaintiffs and Class members with accurate wage statements;
- f. Whether Defendants failed to timely pay all wages due to Plaintiffs and Class members upon their discharge or resignation;
- g. Whether Defendants violated Labor Code § 204/210 by failing to pay employees all wages due;
- h. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, et seq.;
- i. Whether the members of the Class are entitled to compensatory damages, and if so, the means of measuring such damages;
- j. Whether the members of the Class are entitled to injunctive relief;
- k. Whether the members of the Class are entitled to restitution; and
- l. Whether Defendants are liable for attorneys' fees and costs to the extent permitted by California law.

45. Class certification is appropriate under Cal. Civ. Proc. Code § 382 because questions of law and fact common to the Class and Subclasses predominate over any questions affecting only individual members of the Class and Subclasses of this litigation. Defendants' policies and practices unlawfully treated members of the Class and Subclasses in a uniform fashion. The damages suffered by individual members of the Class and Subclasses are small compared to the expense and burden of individual prosecution of this litigation. In addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

46. Class certification is also appropriate pursuant to Cal. Civ. Proc. Code § 382 because Defendants have acted or refused to act on grounds generally applicable to the Class, making

appropriate declaratory relief with respect to and the Class and Subclasses as a whole.

47. Plaintiffs intend to send notice to all members of the Class and Subclasses to the extent required by law and each will be given an opportunity to opt out of the proceedings.

48. Plaintiff intends to send notice to all members of the Class and Subclasses to the extent required by law and each will be given an opportunity to opt out of the proceedings.

49. Pursuant to PAGA, Plaintiff has also given notice to the LWDA of the Labor Code violations alleged in this Complaint. The Complaint seeks all recoverable penalties for Labor Code violations as permitted and proscribed by the PAGA. This cause of action includes allegations and remedies available under Labor Code §§ 2699, 2699.5, and 2933.3, among others. *See* Cal. Labor Code § 2933.3(a)(2)(C) (“Notwithstanding any other provisions of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part within 65 days of the time periods specified in this part.”)

50. Defendants have willfully refused to pay Plaintiffs and the members of the Class the required compensation for all hours worked (including minimum wage, overtime, and meal period and rest break premiums at the correct rate,) and failed to keep complaint records as required by law.

51. Defendants’ company-wide policies and practices violate California law as pled herein. Plaintiffs seek declaratory relief, wages, premium wages for meal period and rest break violations, liquidated damages, and other damages and penalties as permitted by California law, interest, and attorneys’ fees and costs.

## **V. CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

**(Failure to Pay Wages For All Hours Worked)**

**(Labor Code §§ 204, 210, 218 and 1194, 1194.2)**

**(Brought by Plaintiffs on Behalf of Themselves And Members of The Class Against  
All Defendants)**

52. Plaintiffs reallege and incorporate by this reference each of the preceding and

1 foregoing paragraphs as if fully set forth herein.

2 53. At all times herein relevant, Labor Code §§ 204, 218, 1194 and 1194.2, and the  
3 applicable Wage Orders were in full force and effect. Labor Code § 204 requires employers to  
4 pay all wages earned by any employee due and payable twice during each calendar month.

5 54. Pursuant to Labor Code § 218, Plaintiffs may bring a civil action for unpaid  
6 wages due directly against the employer.

7 55. At all times herein relevant, the Wage Orders and applicable California Code of  
8 Regulations have applied and continue to apply to Plaintiffs' and the Class Members'  
9 employment with Defendants, which state that "every employer shall pay to each employee  
10 wages. . . for all hours worked."

11 56. "Hours worked" is defined as "the time during which an employee is subject to  
12 the control of an employer and includes all the time the employee is suffered or permitted to  
13 work, whether or not required to do so."

14 57. At all times pertinent hereto, Labor Code § 1194 provided: "Notwithstanding  
15 any agreement to work for a lesser wage, any employee receiving less than the legal minimum  
16 wage or the legal overtime compensation applicable to the employee is entitled to recover in a  
17 civil action the unpaid balance of the full amount of this minimum wage or overtime  
18 compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

19 58. At all times pertinent hereto, Labor Code § 1194.2 provides for the recovery of  
20 prejudgment interest in any action brought to recover the nonpayment of wages, at the rate  
21 specified in Civil Code § 3289.

22 59. Labor Codes §§ 218.5, 218.6, 1194(a) and 1194.2(a) provide that an employee  
23 who has not been paid the legal wage may recover the unpaid balance and together with  
24 attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the wages  
25 unpaid and interest thereon.

26 60. At all relevant times herein, Defendants were required to compensate Plaintiffs  
27 and the members of the Class for all hours worked pursuant to Labor Code § 1194.

28 61. By uniformly failing to track and record all of the hours worked by Plaintiffs

1 and members of the Class, requiring them to work off the clock, and deducting a full thirty  
2 minutes for meal periods when a shorter time had been taken (or no meal period at all),  
3 Defendants were able to skim wages from employees by not paying them a separate hourly  
4 wage for each and every hour worked as required by California law. Through this unlawful  
5 and illegal policy and practice, Defendants have failed to pay Plaintiffs and the Class all wages  
6 owed to them.

7 62. By the course of conduct set forth above, Defendants failed to pay all wages and  
8 violated the minimum wage requirements as set forth in Labor Code §§ 218 and 1194.

9 63. Plaintiffs are informed and believe and based thereupon allege that the result of  
10 the unlawful and illegal policy and practice caused damage in the nonpayment of minimum and  
11 regular wages to themselves and the proposed Class and/or Unpaid Wage Subclass, in an  
12 amount according to proof at trial.

13 64. Plaintiffs are informed and believe that the nonpayment of wages is fixed and  
14 ascertainable on a class wide basis such that prejudgment interest on those wages is  
15 recoverable.

16 65. As a direct and proximate result of Defendants' unlawful conduct, as set forth  
17 herein, Plaintiffs and the Class Members have sustained damages, including loss of earnings,  
18 in an amount to be established at trial, plus prejudgment interest pursuant to statute.

19 66. Pursuant to Labor Code sections 1194, Plaintiffs and the proposed Class and/or  
20 Unpaid Wage Subclass are entitled to, and seek to, recover unpaid minimum wage and overtime  
21 compensation, and other unpaid wages, plus interest, penalties, attorneys' fees and costs, and  
22 liquidated damages in an amount equal to the amount unlawfully unpaid according to Labor  
23 Code § 1194.2. The specific amounts are to be determined at trial.

24 **SECOND CAUSE OF ACTION**

25 **(Failure to Pay Overtime Wages)**

26 **(Labor Code §§ 510 and 1194)**

27 **(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All**  
28 **Defendants)**

1           67.     Plaintiffs reallege and incorporate by this reference each of the preceding and  
2 foregoing paragraphs as if fully set forth herein.

3           68.     Plaintiffs seek to represent the proposed Class or, in the alternative, the  
4 Overtime Subclass as a basis to enforce equal or greater protections for wages owed that are  
5 offered by California law. Because the practices alleged herein are uniform, systematic and  
6 continuous and affect each proposed member of the Class in a legally identical way, Plaintiffs,  
7 at the appropriate time will move to certify the Class or Overtime Subclass to the extent  
8 permitted by Cal. Civ. Proc. Code § 382.

9           69.     Plaintiffs and the Class were at all times subject to California's laws and  
10 regulations protecting the employees' entitlement to be paid and presumption to be paid  
11 overtime wages for requisite hours worked beyond a normal workday or a normal work week,  
12 as specified, without limitation, by Cal. Labor Code §§ 510, 1194 and the Wage Orders.

13           70.     California law requires employers, such as Defendants, to pay overtime  
14 compensation to all nonexempt employees for all hours worked over 40 hours per week or over  
15 8 hours per day. Labor Code § 204 establishes the fundamental right of all employees in the  
16 State of California to be paid wages, including straight time and overtime, in a timely fashion  
17 for their work. This precludes any waiver for unpaid due and owing wages that remain unpaid  
18 at the time of separation.

19           71.     Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours  
20 in one workday and any work in excess of 40 hours in any one workweek ... shall be  
21 compensated at the rate of no less than one and one-half times the regular rate of pay for any  
22 employee." In addition, Labor Code § 510(a) provides that "[a]ny work in excess of 12 hours  
23 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an  
24 employee."

25           72.     Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than  
26 the hours set by the IWC.

27           73.     As set forth above, Plaintiffs and the members of the Class were entitled to be  
28 paid overtime compensation for all overtime hours worked. Plaintiffs, and members of the

1 Class, were regularly required to work overtime during the Class Period, but were not paid for  
2 all overtime hours worked (including for time worked during short or missed meal periods  
3 when the full 30 minutes was deducted).

4 74. During the Class Period, Defendants did not pay Plaintiffs and members of the  
5 Class overtime pay for all overtime hours worked.

6 75. As a direct and proximate result of Defendants' unlawful conduct as set forth  
7 herein, Plaintiffs and members of the Class have sustained damages, including loss of earnings  
8 for unpaid overtime hours worked, in an amount to be established at trial, prejudgment interest,  
9 and costs and attorneys' fees, pursuant to California law.

10 **THIRD CAUSE OF ACTION**

11 **(Failure to Provide Compliant Meal-and-Rest Break)**

12 **(Labor Code §§ 226.7, 512, and Industrial Wage Order)**

13 **(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All**  
14 **Defendants)**

15 76. Plaintiffs reallege and incorporate by this reference each of the preceding and  
16 foregoing paragraphs as if fully set forth herein.

17 77. Labor Code § 226.7(b) provides that "[a]n employer shall not require an employee  
18 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or  
19 applicable regulation, standard, or order of the [IWC] ..."

20 78. Labor Code 512(a) provides that "[a]n employer may not employ an employee for  
21 a work period of more than five hours per day without providing the employee with a meal period  
22 of not less than 30 minutes, except that if the total work period per day of the employee is no more  
23 than six hours, the meal period may be waived by mutual consent of both the employer and  
24 employee."

25 79. Labor Code § 512(a) further provides that "[a]n employer may not employ an  
26 employee for a work period of more than 10 hours per day without providing the employee with a  
27 second meal period of not less than 30 minutes, except that if the total hours worked is no more than  
28

1 12 hours, the second meal period may be waived by mutual consent of the employer and the  
2 employee only if the first meal period was not waived.”

3 80. Labor Code § 516 provides that the IWC may adopt or amend working condition  
4 orders with respect to meal periods for any workers in California consistent with the health and  
5 welfare of those workers.

6 81. The Wage Order provides that “[u]nless the employee is relieved of all duty during  
7 a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted  
8 as time worked.” “An ‘on duty’ meal period shall be permitted only when the nature of the work  
9 prevents an employee from being relieved of all duty and when by written agreement between the  
10 parties an on-the-job paid meal period is agreed to. The written agreement shall state that the  
11 employee may, in writing, revoke the agreement at any time.”

12 82. The Wage Order further provides that “[i]f an employer fails to provide an employee  
13 a meal period in accordance with the applicable provisions of this order, the employer shall pay the  
14 employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that  
15 the meal period is not provided.”

16 83. The members of the Class consistently worked over 5 hours per shift and therefore  
17 were entitled to a meal period of not less than 30 minutes prior to exceeding 5 hours of work, and  
18 the same applies to shifts over 10 hours.

19 84. Throughout the Class Period, Defendants failed to consistently allow and provide  
20 the meal periods required by applicable California law, including the Wage Orders. Plaintiffs and  
21 the members of the Class regularly worked a full day and did not receive proper meal periods (as  
22 detailed above). Instead, Plaintiffs and Class members were required and/or encouraged to shorten,  
23 work through or miss their meal periods, were prevented from taking them until past the 5<sup>th</sup> hour/10<sup>th</sup>  
24 hour, or had their meal periods interrupted or limited.

25 85. Defendants failed to provide Plaintiffs and the members of the Class compliant meal  
26 periods as required by law or compensate them at one hour of “premium wage” at the employee’s  
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1 regular rate of pay for each day that a meal period was not authorized, permitted or otherwise  
2 compliant with California law.

3 86. The members of the Class did not waive their meal periods by mutual consent with  
4 Defendants or otherwise.

5 87. The members of the Class did not enter into any written agreement with Defendants  
6 agreeing to an on-the-job paid meal period.

7 88. Similarly, Plaintiffs and members of the Class were entitled to be authorized and  
8 permitted paid, duty-free, uninterrupted 10-minute rest periods for every four hours worked (or  
9 every major fraction thereof)

10 89. Plaintiffs and the members of the Class regularly worked shifts in excess of four  
11 hours without being permitted the opportunity to take a paid rest period of at least ten (10)  
12 consecutive minutes, uninterrupted, relieved of all job duties; worked more than six (6) hours at a  
13 time without being allowed a second paid ten (10) consecutive minute, uninterrupted, rest period,  
14 relieved of all job duties; worked shifts in excess of ten hours without being allowed a third paid ten  
15 (10) consecutive minute, uninterrupted, rest period, relieved of all job duties.

16 90. Defendants failed to authorize and permit Plaintiffs and the members of the Class to  
17 take adequate rest periods as required by law or compensate them at one hour of “premium wage”  
18 at the employee’s regular rate of pay for each day that a rest period was not authorized, permitted or  
19 otherwise compliant with California law.

20 91. Plaintiffs and the members of the Class are therefore entitled to payment of  
21 additional wages as provided by law.

22 92. Defendants failed to comply with the required meal period and rest break laws  
23 established by Labor Code §§ 226.7, 512, 516 and the Wage Orders.

24 93. Therefore, the members of the Class or, in the alternative, the Meal Period Subclass  
25 and the Rest Period Subclass, were effectively deprived of their legally requisite meal-and-rest  
26 periods.  
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94. Under the Wage Order— which states “[i]f an employer fails to provide an employee a meal or rest ... period in accordance with a state law ..., the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest ... period is not provided” – the members of the Meal Period and Rest Break Subclasses are entitled to damages in an amount equal to one additional hour of pay at each employee’s regular rate of compensation for each work day that the meal or rest period was not provided, in a sum to be proven at trial.

95. Pursuant to Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Subclass and the Rest Period Subclass seek recovery of prejudgment interest on all amounts recovered herein.

96. Plaintiffs limit the recovery of “premium wages” to one hour of pay per day for each day that a meal period was not authorized, permitted or otherwise compliant with California law, and one hour of pay for each day that a rest period was not authorized, permitted or otherwise compliant with California law for each employee at their respective regular rate of pay, as set forth in the Division of Labor Standards Enforcement Policy Manual guidelines, for a maximum recovery of two premium wage payments per employee per day.

#### **FOURTH CAUSE OF ACTION**

**(Failure to Provide Accurate Wage Statements)**

**(Labor Code §§ 226, 1174, 1174.5, and Industrial Wage Order)**

**(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All Defendants)**

97. Plaintiffs reallege and incorporate by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

98. Defendants knowingly and intentionally failed to provide accurate, itemized wage statements including, *inter alia*, total hours worked, gross and net wages earned (including minimum wage and overtime), meal period and break premiums in accordance with Labor Code § 226(a).

1           99. Labor Code § 226(a) states, in pertinent part, that “[e]very employer shall,  
2 semimonthly or at the time of each payment of wages, furnish each of his or his employees, either  
3 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when  
4 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)  
5 gross wages earned, (2) total hours worked by the employee ..., (5) net wages earned, (6) the  
6 inclusive dates of the period for which the employee is paid ..., and (9) all applicable hourly rates  
7 in effect during the pay period and the corresponding number of hours worked at each hourly rate  
8 by the employee ...”

9           100. Labor Code § 226 (e)(1) states that “[a]n employee suffering injury as a result of a  
10 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover  
11 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
12 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,  
13 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of  
14 costs and reasonable attorney’s fees.”

15           101. Labor Code § 226(e)(2)(B) states “[a]n employee is deemed to suffer injury for  
16 purposes of this subdivision if the employer fails to provide accurate and complete information as  
17 required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot  
18 promptly and easily determine from the wage statement alone one or more of the following: (i) The  
19 amount of the gross wages or net wages paid to the employee during the pay period or any of the  
20 other information required to be provided on the itemized wage statement pursuant to items (2) to  
21 (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the employer made from gross  
22 wages to determine the net wages paid to the employee during the pay period.”

23           102. Labor Code § 226(e)(2)(C) defines “promptly and easily determine” to mean “a  
24 reasonable person would be able to readily ascertain the information without reference to other  
25 documents or information.”

26           103. Labor Code § 226(e)(3) states that the phrase “knowing and intentional failure”  
27 “does not include an isolated and unintentional payroll error due to a clerical or inadvertent mistake.”  
28

1           104. From the outset, Defendants have failed to comply with Labor Code § 226. As a  
2 matter of common policy and practice, Defendants did not include the non-exempt hourly  
3 employees' "corresponding number of hours worked at each hourly rate by the employee." In  
4 addition, the wage statements distributed to Plaintiffs and members of the Class did not contain all  
5 wages earned (including minimum wage, overtime and meal period and rest break premiums).  
6 Defendants' knowing, and intentional omissions caused Plaintiffs and members of the Class to suffer  
7 "injury" by, among other things, impeding them from knowing the amount of wages to which they  
8 are and were entitled.

9           105. At all times relevant herein, Defendants failed to maintain records of hours worked  
10 by Plaintiffs and the members of the Class as required under Labor Code § 1174(d).

11           106. Plaintiffs and members of the California Class seek (i) injunctive relief requiring  
12 Defendants to comply with Labor Code §§ 226(a) and 1174(d), (ii) the amounts provided under  
13 Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or \$50 for the initial  
14 pay period in which a violation occurs and \$100 per employee for each violation in a subsequent  
15 pay period, and (iii) attorneys' fees and costs.

16  
17                                   **FIFTH CAUSE OF ACTION**

18                           **(Failure to Timely Pay All Wages Due Upon Separation)**

19                           **(Labor Code §§ 201, 202, and 203)**

20           **(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All**  
21                                   **Defendants)**

22           107. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs  
23 as if fully set forth herein.

24           108. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages  
25 due within the time specified by law. California Labor Code § 203 provides that if an employer  
26 willfully fails to timely pay such wages, the employer must continue to pay the subject employees'  
27 wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days  
28 of wages.

109. All members of the Class who ceased employment with Defendants are entitled to unpaid compensation, but to date have not received such compensation.

110. More than 30 days have passed since certain members of the Class left Defendants' employ.

111. As a consequence of Defendants' willful conduct in not paying compensation for all hours worked, the members of the Class whose employment ended during the Class Period are entitled to 30 days' wages under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

## **SIXTH CAUSE OF ACTION**

**(Violation of California's Unfair Competition Law)**

**(Bus. & Prof. Code § 17200, *et seq.*)**

**(Brought by Plaintiffs on Behalf of Themselves And Members of the Class Against All Defendants)**

112. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs as if fully set forth herein.

113. Defendants' failure to pay all wages (including minimum wage and overtime wages), failure to pay compliant premium wages for noncompliant meal periods and rest breaks constitute unlawful activity, acts and practices that are prohibited by Business & Professions Code §§ 17200, *et seq.* The actions of Defendants described above constitute unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code §§ 17200, *et seq.* Defendants have violated multiple provisions of California law and provisions of the Wage Orders, which has the same force and effect of a violation of law. This includes, without limitation, California Labor Code §§ 201-203, 204, 210, 218, 226, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1174, 1197, 1197.1 and 1198 which serve as statutory predicates for which restitution and disgorgement are owed by Defendants.

1           114. Plaintiffs and members of the UCL Subclass are entitled to an injunction, restitution,  
2 and other equitable relief against such unlawful practices in order to prevent future damage, for  
3 which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

4           115. As a result of these unlawful acts, Defendants have reaped and continue to reap  
5 unfair benefits and illegal profits at the expense of Plaintiffs and the members of the Class that  
6 Plaintiffs seeks to represent. Defendants should be enjoined from this activity and make restitution  
7 for these ill-gotten gains to restore to Plaintiffs and the members of the Class the wrongfully  
8 withheld wages, pursuant to Business & Professions Code § 17203, and specific performance of  
9 payment of penalties ordered under Business and Professions Code § 17202.

10           116. Plaintiffs are informed and believe, and based thereon allege, that Defendants are  
11 unjustly enriched through the acts described above and that he and the Class have and continue to  
12 suffer irreparable prejudice by Defendants' unfair practices. Further, by engaging in such activities,  
13 Defendants are illegally operating at an advantage to other law-abiding employers in the State of  
14 California and underpaying payroll and other applicable taxes that are collected by the State and  
15 local governmental entities in California.

16           117. The illegal conduct alleged herein is continuing, and there is no indication that  
17 Defendants will not continue such activity into the future. Plaintiffs allege that if Defendants are  
18 not enjoined from the conduct set forth in this Complaint, it will continue to fail to pay all wages,  
19 premium wages for meal-and-rest violations, comply with the legal requirements addressed above,  
20 and paying appropriate taxes, insurance, and unemployment withholdings.

21           118. Plaintiffs will request that the Court issue a preliminary and permanent injunction  
22 prohibiting Defendants from continuing to fail to fully pay all appropriate hourly and overtime rates  
23 of pay, and all wages due at termination, and requiring Defendants to provide accurate hourly wage  
24 statements.  
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## SEVENTH CAUSE OF ACTION

**(Violation of PAGA)**

**(California Labor Code §§ 2698, et seq.)**

**(Brought by Plaintiffs on Behalf of Themselves And the Aggrieved Employees Against All Defendants)**

119. Plaintiffs reallege and incorporate by this reference each of the foregoing paragraphs as if fully set forth herein.

120. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code § 2699.5.

121. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

122. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

123. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

124. Plaintiffs and other employees are Aggrieved Employees as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants who are or were employed by Defendants, and one or more of the alleged violations were committed against them.

125. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- 1           a. The aggrieved employee shall give written notice (“Employee’s Notice”) to the  
2           LWDA and by certified mail to the employer of the specific provisions of the  
3           California Labor Code alleged to have been violated, including the facts and theories  
4           to support the alleged violations.
- 5           b. The LWDA shall provide notice (“LWDA Notice”) to the employer and the  
6           aggrieved employee by certified mail that it does not intend to investigate the alleged  
7           violation within sixty (60) calendar days of the postmark date of the Employee’s  
8           Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided  
9           within sixty-five (65) calendar days of the postmark date of the Employee’s Notice,  
10          the aggrieved employee may commence a civil action pursuant to California Labor  
11          Code § 2699 to recover civil penalties in addition to any other penalties to which the  
12          employee may be entitled.

13           126. On September 12, 2023, Plaintiffs provided written notice by certified mail to  
14          the LWDA and to Defendants of the specific provisions of the California Labor Code alleged  
15          to have been violated, including the facts and theories to support the alleged violations.

16           127. Plaintiffs have satisfied the administrative prerequisites under California Labor  
17          Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies,  
18          for violations of California Labor Code including sections 201-203, 204, 210, 218, 226, 226.3,  
19          226.7, 510, 512, 558, 558.1, 1174, 174.5, 1194, 1197, 1197.1, and 1198, and Industrial Welfare  
20          Orders including, but not limited to, Section 7.

21           128. Defendants’ conduct, as alleged herein, violates numerous sections of the  
22          California Labor Code including but not limited to the following:

- 23           a. Violation of Labor Code § 226(a) and 226.3 for failing to provide accurate wage  
24           statements, as herein alleged.
- 25           b. Violation of Labor Code §§ 201, 202 and 203 for failure to timely pay all wages  
26           owed upon termination, as herein alleged.
- 27
- 28

- c. Violation of Labor Code § § 204, 210 and 558 for failing to pay all wages owed, as herein alleged.
- d. Violation of Labor Code § 510 for failing to pay all overtime wages, as herein alleged.
- e. Violation of Labor Code § 1174 and Industrial Welfare Orders including, but not limited to, Section 7, for failure to maintain records.
- f. Violation of Labor Code §§ 1194, 1194.2, 1197 and 1197.1 for failing to pay minimum wage.
- g. Violation of Labor Code §§ 226.7 and 512 for Defendants' failure to provide all meal periods and rest breaks as required, or pay meal period and rest break premium wages in lieu thereof, as herein alleged.
- h. Violation of Labor Code §1198 for failure to comply with standard conditions of labor.
- i. Violation of Labor Code §558.1.

129. Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff and all other aggrieved employees are entitled to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201-203, 204, 210, 218, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 174.5, 1194, 1197, 1197.1, and 1198, and Industrial Welfare Orders including, but not limited to, Section 7.

130. Further Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code § 2699 and any other applicable statute.

## **VI. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of himself and all members of the Class and Subclasses he seeks to represent, prays for relief as follows:

1. For an order certifying the First through Sixth causes of action and maintaining said causes of action as a class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the members of the Class and/or Subclasses who were either employed or who

performed work here in the State of California within the Class Period and that notice of the pendency of this action be provided to members of the Class;

2. Designation of Plaintiffs as the Class Representative for the Class and/or Subclasses and Plaintiffs' attorneys as Class Counsel for the Class and/or Subclasses;
3. A declaratory judgment that the practices complained of herein are unlawful under appropriate state law;
4. Appropriate equitable relief to remedy Defendants' violations of California law including, but not necessarily limited to, an order enjoining Defendants from continuing their unlawful practices;
5. For an award of unpaid wages and liquidated damages in an amount equal to the amount unlawfully unpaid pursuant to Labor Code §§ 1194 and 1194.2;
6. For an award of unpaid overtime wages pursuant to Labor Code §§ 510 and 1194;
7. All appropriate California statutory penalties and civil penalties;
8. Compensation at the rate of one hour of regular pay for each instance in which a member of the Class had non-compliant meal periods;
9. Compensation at the rate of one hour of regular pay for each instance in which a member of the Class had non-compliant rest breaks;
10. Labor Code § 203 penalties;
11. Damages and penalties pursuant to Labor Code §§ 226(a);
12. For an order that Defendants make restitution to Plaintiffs and the Class due to their unlawful business practices, including unlawfully-collected compensation pursuant to Business & Professions Code §§ 17203 and 17204;
13. Penalties, wages and attorney's fees and costs under PAGA;
14. Pre-judgment and post-judgment interest, as provided by law;
15. Such other equitable relief as the Court may deem just and proper; and
16. Attorneys' fees and costs of suit, including expert fees and fees pursuant to, among

1 others, California Labor Code §§ 218.5, 226, 1194, Code of Civil Procedure §  
2 1021.5, and other applicable California laws.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs hereby demands a jury trial on all causes of action and claims with respect  
5 to which he has a state and/or federal constitutional right to a jury trial.

6  
7 Dated: November 17, 2023

**BISNAR | CHASE LLP/CULVER LAW FIRM**

8  
9 By: *Ian M. Silvers*  
10 Ian M. Silvers  
11 Farid Masoud  
12 Attorneys for Plaintiffs and Putative Classes  
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