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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

John Serra, Stephen Joseph Vallentyne, and
David LaKind, individually, on behalf of all
others similarly situated, and as
Representatives of the State of California,

Plaintiffs,

v.

Jones Lang LaSalle Americas, Inc. and
Briant Pulvert,

Defendants.

Case No.: 23CV042838

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum and Regular Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate, Itemized Wage Statements;
6. Failure to Pay All Wages Timely;
7. Failure to Timely Produce All Records;
8. Failure to Reimburse all Business Expenses;
9. Failure to Pay Vacation Wages Upon Cessation of Employment;
10. Violation of Business and Professions Code §§ 17200, *et seq.*; and
11. Enforcement of the Private Attorneys General Act ("PAGA") (Cal Labor Code §§ 2698, *et seq.*

Jury Trial Demanded

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
02/06/2025
Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

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1 Plaintiffs John Serra, Stephen Joseph Vallentyne, and David LaKind, individually, on
2 behalf of all others similarly situated, and as Representatives of the State of California, allege
3 as follows:

4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiff John Serra (“Plaintiff Serra”), Plaintiff Stephen Joseph Vallentyne
6 (“Plaintiff Vallentyne”), and Plaintiff David LaKind (“Plaintiff LaKind”) (together,
7 “Plaintiffs”) bring this putative class and representative action against Defendant Jones Lang
8 LaSalle Americas, Inc. (“Defendant”) on behalf of themselves individually, a putative class
9 of non-exempt employees employed by Defendant throughout California, and as
10 representatives of the State of California.

11 2. Defendant JLL is an Illinois corporation with warehouse locations in
12 California that provides commercial real estate and investment management services and
13 provides employment to non-exempt employees in California.

14 3. Through this action, Plaintiffs allege that Defendant has engaged in a
15 systematic pattern of wage and hour violations under the California Labor Code and Industrial
16 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate
17 unfair competition.

18 4. Plaintiffs are informed and believe, and thereon allege, that Defendant has
19 increased its profits by violating state wage and hour laws by, among other things:

- 20 (a) Failing to pay all wages for all hours worked, including minimum, regular,
21 and overtime wages;
- 22 (b) Failing to provide meal periods or compensation in lieu thereof;
- 23 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
24 thereof;
- 25 (d) Failing to provide accurate, itemized wage statements;
- 26 (e) Failing to reimburse all reasonable and necessary business expenses;
- 27 (f) Failing to pay all vested and unused vacation pay at the final rate of pay;
28 and

1 (g) Failing to pay all wages timely during employment and at termination..

2 5. Plaintiffs bring this lawsuit seeking monetary relief against Defendant on
3 behalf of themselves, all others similarly situated in California, and on behalf of the State of
4 California, to recover, among other things, unpaid wages and benefits, interest, attorneys'
5 fees, costs and expenses and penalties pursuant to Cal. Labor Code §§ 98.6, 201—204, 205,
6 205.5, 210, 212, 221, 222, 223, 222.5, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 et seq.,
7 246, 351, 353, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552, 558, 558.1, 1102.5,
8 1174, 1811, 1815, 1182.12 et seq., 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199, 1774—
9 1776, 2800, 2802, and 3366, as well as the applicable IWC Wage Orders.

10 **JURISDICTION AND VENUE**

11 6. This is a class action, pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional
13 limits of the Superior Court and will be established according to proof at trial.

14 7. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
16 causes except those given by statutes to other courts. The statutes under which this action is
17 brought do not specify any other basis for jurisdiction.

18 8. This Court has jurisdiction over Defendant because, upon information and
19 belief, it is a citizen of California, has sufficient minimum contacts in California or otherwise
20 intentionally avails itself of the California market so as to render the exercise of jurisdiction
21 over it by the California courts consistent with traditional notions of fair play and substantial
22 justice.

23 9. Venue is proper in this Court because, upon information and belief, Defendant
24 resides, transacts business or has offices in this county and the acts and omissions alleged
25 herein took place in this county.

26 **THE PARTIES**

27 10. Plaintiffs are citizens of California. Plaintiffs were employed by Defendant
28 during the Class Period in California.

1 11. Plaintiffs are informed and believe, and thereon allege, that Defendant at all
2 times hereinafter mentioned, was and is an employer as defined in and subject to the Labor
3 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
4 and the State of California.

5 12. Plaintiffs are informed and believe, and thereon allege, that each and all of the
6 acts and omissions alleged herein were performed by, or are attributable to, Defendant. The
7 acts of Defendant were in accordance with, and represent, the official policy of Defendant.

8 13. Plaintiffs are informed and believe, and thereon allege, that Defendant is in
9 some manner intentionally, negligently or otherwise responsible for the acts, omissions,
10 occurrences and transactions alleged herein.

11 **CLASS ACTION ALLEGATIONS**

12 14. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of
13 themselves and all others similarly situated who were affected by Defendant’s Labor Code,
14 Business and Professions Code §§ 17200, and IWC Wage Order violations.

15 15. All claims alleged herein arise under California law for which Plaintiffs seek
16 relief authorized by California law.

17 16. Plaintiffs’ proposed class consists of and is defined as follows:

18 California Labor Class

19 All individuals who were employed by Defendant as a non-exempt employee
20 and worked at an Amazon facility in California at any time from December 4,
21 2020 through December 22, 2024.

22 Plaintiffs also seek to certify the following Subclass of employees:

23 Waiting Time Subclass

24 All members of the Class who separated their employment from Defendant
25 from December 4, 2021 through December 22, 2024.

26 17. Members of the California Labor Class and Subclass described above will be
27 collectively referred to as “Labor Class Members.” Plaintiffs reserve the right to establish
28 subclasses, or modify any Class or Subclass definition, as appropriate based on investigation,

1 discovery and specific theories of liability.

2 18. This action has been brought and may properly be maintained as a class action
3 under the California Code of Civil Procedure § 382 because there are common questions of
4 law and fact as to the Class that predominate over questions affecting only individual members
5 including, but not limited to:

6 (a) Whether Defendant failed to compensate Plaintiffs and Labor Class Members
7 for work done off-the-clock, resulting in a failure to pay all minimum wages,
8 regular wages, and overtime wages;

9 (b) Whether Defendant failed to properly calculate the regular rate of pay resulting
10 in a failure to pay proper overtime wages, meal and rest break premiums, and
11 sick pay due;

12 (c) Whether Defendant subjected Plaintiffs and Labor Class Members to a
13 uniform policy of unlawful time rounding and manipulation;

14 (d) Whether Defendant deprived Plaintiffs and Labor Class Members of compliant
15 meal periods or required Plaintiffs and Labor Class Members to work through
16 meal periods without compensation;

17 (e) Whether Defendant deprived Plaintiffs and Labor Class Members of compliant
18 rest breaks;

19 (f) Whether Defendant deprived Plaintiffs and Labor Class Members of accurate,
20 itemized wage statements;

21 (g) Whether Defendant reimbursed Plaintiffs and Labor Class Members for all
22 reasonable and necessary business expenses incurred;

23 (h) Whether Defendant failure to pay Plaintiff and Labor Class Members all vested
24 and unused vacation pay at the final rate of pay; and

25 (i) Whether Defendant engaged in unfair business practices in violation of
26 Business & Professions Code §§ 17200, *et seq.*

27 19. There is a well-defined community of interest in this litigation and the
28 California Labor Class are readily ascertainable:

1 (a) Numerosity: The members of the California Labor are so numerous
2 that joinder of all members is impractical. Although the members of
3 the California Labor Class are unknown to Plaintiffs at this time, on
4 information and belief, the total number of individuals who make up
5 the California Labor Class are estimated to be greater than 100
6 individuals. The identities of the California Labor Class are readily
7 ascertainable by inspection of Defendants' employment and payroll
8 records.

9 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of
10 the claims (or defenses, if any) of the California Labor Class because
11 Defendant's failure to comply with the provisions of California wage
12 and hour laws entitled each class member to similar pay, benefits, and
13 other relief. The injuries sustained by Plaintiffs are also typical of the
14 injuries sustained by the California Labor Class because they arise out
15 of and are caused by Defendant's common course of conduct as alleged
16 herein.

17 (c) Adequacy: Plaintiffs are qualified to and will fairly and adequately
18 represent and protect the interests of all members of the California
19 Labor Class because it is in their best interest to prosecute the claims
20 alleged herein to obtain full compensation and penalties due to them
21 and the California Labor Class. Plaintiffs' attorneys, as proposed class
22 counsel, are competent and experienced in litigating large employment
23 class actions and are versed in the rules governing class action
24 discovery, certification, and settlement. Plaintiffs have incurred and,
25 throughout the duration of this action, will continue to incur attorneys'
26 fees and costs that have been and will be necessarily expended for the
27 prosecution of this action for the substantial benefit of each class
28 member.

1 (d) Superiority: The nature of this action makes the use of class action
2 adjudication superior to other methods. A class action will achieve
3 economies of time, effort and expense as compared with separate
4 lawsuits, and will avoid inconsistent outcomes because the same issues
5 can be adjudicated in the same manner and at the same time for each
6 Class. If appropriate this Court can, and is empowered to, fashion
7 methods to efficiently manage this case as a class action.

8 (e) Public Policy Considerations: Employers in the State of California and
9 other states violate employment, labor, and consumer protection laws
10 every day. Current employees are often afraid to assert their rights out
11 of fear of direct or indirect retaliation. Former employees are fearful
12 of bringing actions because they believe their former employers might
13 damage their future endeavors through negative references and/or other
14 means. Class actions provide the class members who are not named in
15 the complaint with a type of anonymity that allows for the vindication
16 of their rights at the same time as affording them privacy protections.

17 **GENERAL ALLEGATIONS**

18 20. At all relevant times mentioned herein, Defendant employed Plaintiffs and
19 other persons as non-exempt employees.

20 21. Plaintiffs were employed in non-exempt positions by Defendant.

21 22. Defendant continues to employ non-exempt employees throughout California.

22 23. Plaintiffs are informed and believe, and thereon allege, that at all times herein
23 mentioned, Defendant was advised by skilled lawyers, employees and other professionals who
24 were knowledgeable about California's wage and hour laws, employment and personnel
25 practices, and the requirements of California law.

26 24. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
27 or should have known that Plaintiffs and Labor Class Members were entitled to receive wages
28 for all hours worked at the correct rate of pay and that they were not receiving all such wages

1 earned for work that was required to be performed. In violation of the Labor Code and IWC
2 Wage Orders, Plaintiffs and Labor Class Members were not paid wages (including minimum,
3 regular, and overtime wages) when Defendant required Plaintiffs and Labor Class Members
4 to work off-the-clock, for example, during pre-shift and post-shift security checks and
5 meetings, pre-shift Covid-19 health screenings, don/doffing, and meal and rest periods.
6 Additionally, Defendant failed to pay meal and rest period premiums, sick pay, and overtime
7 at the correct regular rate of pay. Defendant also failed to pay wages at appropriate prevailing
8 wage rates and/or factor those wage rates into the regular rate of pay for overtime, meal and
9 rest break premiums, and/or sick pay. Further, Defendant failed to pay reporting time pay
10 and/or implement and maintain a legally-compliant Alternative Workweek Schedule.

11 25. Plaintiffs are informed and believe, and thereon allege, that Defendant failed
12 to provide Plaintiffs and Labor Class Members timely, uninterrupted, off-duty meal periods
13 of no less than thirty minutes for each period of five hours worked. Plaintiffs and Labor Class
14 Members would also often be required to work through meal periods, would be otherwise
15 interrupted during their meal period, or would take late meal periods. These policies, among
16 others, have resulted in a denial of these employees' rights to 30-minute meal periods in
17 violation of California law.

18 26. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
19 or should have known that Plaintiffs and Labor Class Members were entitled to receive all
20 required meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Labor
21 Class Members' regular rate of pay when they did not receive a timely meal period. In
22 violation of the Labor Code and IWC Wage Orders, Plaintiffs and Labor Class Members did
23 not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiffs'
24 and Labor Class Members' regular rate of pay when they did not receive timely, uninterrupted
25 meal periods.

26 27. Upon information and belief, Defendant failed to provide Plaintiffs and Labor
27 Class Members timely, uninterrupted, on-the-clock rest period of no less than ten minutes for
28 every four hours worked, or every major fraction thereof. Defendant also routinely failed to

1 provide Plaintiffs and Labor Class Members with a second rest period for shifts lasting longer
2 than six hours, or a third rest period for shifts lasting longer than ten hours. These policies,
3 among others, have resulted in a denial of these employees' rights to a ten-minute rest period
4 in violation of California law.

5 28. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
6 or should have known that Plaintiffs and Labor Class Members were entitled to receive all
7 rest breaks or payment of one (1) additional hour of pay at Plaintiffs' and Labor Class
8 Members' regular rate of pay when a rest break was missed. In violation of the Labor Code
9 and IWC Wage Orders, Plaintiffs and Labor Class Members did not receive all rest breaks or
10 payment of one (1) additional hour of pay at Plaintiffs' and Labor Class Members' regular
11 rate of pay when a rest break was missed.

12 29. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
13 or should have known that Plaintiffs and Labor Class Members were entitled to receive
14 itemized wage statements that accurately showed their gross and net wages earned, inclusive
15 dates of pay periods, total hours worked, and all applicable hourly rates in effect and the
16 number of hours worked at each hourly rate in accordance with California law. In violation
17 of the Labor Code, Plaintiffs and Labor Class Members were not provided with accurate
18 itemized wage statements.

19 30. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
20 or should have known that Plaintiffs and Labor Class Members were entitled to
21 reimbursement for necessary expenditures incurred in connection with the performance and
22 execution of their job duties. In violation of the California Labor Code, Plaintiffs and Labor
23 Class Members did not receive adequate reimbursement for necessary business expenses,
24 including but not limited to reimbursement for use of their personal cell phones for business
25 purposes, including to communicate with their supervisors, managers, and other employees
26 of Defendant and the employees who worked at the worksite of Plaintiffs and Labor Class
27 Members.

28 31. Plaintiffs are informed and believe, and thereon allege, that Defendant knew

1 or should have known that Plaintiffs and Labor Class Members were entitled to payment of
2 their vested but unused vacation pay at the final rate of pay upon Plaintiffs' and Labor Class
3 Members' resignation or termination of employment with Defendant. In violation of the
4 California Labor Code, Plaintiffs and Labor Class Members did not receive their vested but
5 unused vacation pay at the final rate of pay upon Plaintiffs' and Labor Class Members'
6 resignation or termination of employment with Defendant.

7 32. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
8 or should have known that it had a duty to compensate Plaintiffs and Labor Class Members,
9 and Defendant had the financial ability to pay such compensation, but willfully, knowingly,
10 and intentionally failed to do so all in order to increase Defendant's profits.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

13 **(Violation of Cal. Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage**
14 **Order)**

15 33. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
16 as though fully set forth herein.

17 34. Cal. Labor Code Sections 1194 and 1197 provide that the minimum wage for
18 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment
19 of a lesser wage than the minimum so fixed is unlawful.

20 35. During the relevant time period, Defendant paid Plaintiffs and Labor Class
21 Members less than minimum wages when Defendant required Plaintiffs and Labor Class
22 Members to work off-the-clock during pre- and post-shift security checks, pre-shift Covid19
23 health screenings, don/doffing, and meal and rest periods. The pre- and post-shift security
24 checks could take as long as 5 to 15 minutes. Additionally, Defendant failed to maintain a
25 time recording system as Plaintiffs and Labor Class members were not required to keep track
26 of their time worked, nor did Defendant record meal periods, which resulted in Plaintiffs and
27 Labor Class Members not being paid at least minimum wage all time worked. Defendant also
28 failed to pay wages at appropriate prevailing wage rates and/or factor those wage rates into

1 the regular rate of pay for overtime, meal and rest break premiums, and/or sick pay. Moreover,
2 Defendant subjected Plaintiffs and Labor Class Members to a uniform policy and practice of
3 unlawful time rounding and manipulation, which, over time, unlawfully favored Defendant
4 and resulted in time loss to the employees, including Plaintiffs. This rounding policy is not
5 neutral on its face or in application and resulted in cumulative loss of time to Plaintiffs and
6 Labor Class Members. To the extent these hours do not qualify for the payment of overtime
7 or doubletime, Plaintiffs and Labor Class Members were not being paid at least minimum
8 wage for their work. Defendant also failed to pay reporting time pay and/or implement and
9 maintain a legally-compliant Alternative Workweek Schedule.

10 36. During the relevant time period, Defendant regularly failed to pay at least
11 minimum wages to Plaintiffs and Labor Class Members for all hours worked pursuant to Cal.
12 Labor Code Sections 1194 and 1197.

13 37. Defendant's failure to pay Plaintiffs and Labor Class Members the required
14 minimum wages violate Labor Code 1194 and 1197. Pursuant to these sections, Plaintiffs and
15 Labor Class Members are entitled to recover the unpaid balance of their minimum wage
16 compensation as well as interest, costs and attorneys' fees.

17 38. Pursuant to Labor Code Section 1194.2, Plaintiffs and Labor Class Members
18 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
19 and interest thereon.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

23 39. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
24 as though fully set forth herein.

25 40. Cal. Labor Code Section 1198 and the applicable IWC Wage Order provide
26 that it is unlawful to employ persons without compensating them at a rate of pay either one
27 and one-half or two times the person's regular rate of pay, depending on the number of hours
28 worked by the person on a daily or weekly basis.

1 41. Pursuant to Cal. Labor Code Sections 510 and 1194, during the relevant time
2 period, Defendant was required to compensate Plaintiffs and Labor Class Members for all
3 overtime hours worked, calculated at one and one-half (1½) times the regular rate of pay for
4 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
5 the first eight (8) hours of the seventh consecutive work day, with double time after eight (8)
6 hours on the seventh day of any work week, or after twelve (12) hours in any work day.

7 42. Plaintiffs and Labor Class Members were non-exempt employees entitled to
8 the protections of Cal. Labor Code Section 510 and 1194.

9 43. During the relevant time period, Defendant failed to pay Plaintiffs and Labor
10 Class Members overtime and doubletime wages when Defendant required Plaintiffs and
11 Labor Class Members to work off-the-clock, for example, during pre- and post-shift security
12 checks, pre-shift Covid19 health screenings, don/doffing, and meal and rest periods. The pre-
13 and post-shift security checks could take as long as 5 to 15 minutes. As Plaintiffs and Labor
14 Class Members worked shifts of eight hours or more, this unpaid time qualified for overtime
15 premium payment. Additionally, Defendant failed to pay meal and rest period premiums, sick
16 pay, and overtime at the correct regular rate of pay. Defendant also failed to pay wages at
17 appropriate prevailing wage rates and/or factor those wage rates into the regular rate of pay
18 for overtime, meal and rest break premiums, and/or sick pay. Moreover, Defendant failed to
19 maintain a time recording system as Plaintiffs and Labor Class members were not required to
20 keep track of their time worked, nor did Defendant record meal periods, which resulted in
21 underpayment of overtime wages for all overtime worked. Further, Defendant subjected
22 Plaintiffs and Labor Class Members to a uniform policy and practice of unlawful time
23 rounding and manipulation, which, over time, unlawfully favored Defendant and resulted in
24 time loss to the employees, including Plaintiffs. This rounding policy is not neutral on its face
25 or in application and resulted in cumulative loss of time to Plaintiffs and Labor Class
26 Members. Defendant also failed to implement and maintain a legally-compliant Alternative
27 Workweek Schedule.

1 44. In violation of state law, Defendant have knowingly and willfully refused to
2 perform their obligations and compensate Plaintiffs and Labor Class Members for all wages
3 earned as alleged above.

4 45. Defendant's failure to pay Plaintiffs and Labor Class Members the unpaid
5 balance of overtime compensation, as required by California law, violates the provisions of
6 Cal. Labor Code Sections 510 and 1198, and is therefore unlawful.

7 46. Pursuant to Labor Code Section 1194, Plaintiffs and Labor Class Members are
8 entitled to recover their unpaid overtime compensation as well as interest, costs and attorneys'
9 fees.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **(Violation of Cal. Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

13 47. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
14 as though fully set forth herein.

15 48. Cal. Labor Code Section 226.7 provides that no employer shall require an
16 employee to work during any meal period mandated by the IWC Wage Orders.

17 49. Section 11 of the applicable IWC Wage Order states, "no employer shall
18 employ any person for a work period of more than five (5) hours without a meal period of not
19 less than 30 minutes, except that when a work period of not more than six (6) hours will
20 complete the day's work the meal period may be waived by mutual consent of the employer
21 and the employee."

22 50. Cal. Labor Code Section 512(a) provides that an employer may not require,
23 cause or permit an employee to work for a period of more than five (5) hours per day without
24 providing the employee with an uninterrupted meal period of not less than thirty (30) minutes,
25 except that if the total work period per day of the employee is not more than six (6) hours, the
26 meal period may be waived by mutual consent of both the employer and the employee.

27 51. Labor Code Section 512(a) also provides that an employer may not employ an
28 employee for a work period of more than ten (10) hours per day without providing the

1 employee with a second meal period of not less than thirty (30) minutes, except that if the
2 total hours worked is no more than twelve (12) hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not
4 waived.

5 52. During the relevant time period, Plaintiffs and Labor Class Members did not
6 receive compliant meal periods for each five hours worked per day. For example, Plaintiffs
7 and other Labor Class Members were required to work through their meal periods. Further,
8 Plaintiffs' and Labor Class Members' meal periods were shortened due to the security checks
9 that they and other Labor Class Members suffered, as described *supra*. Finally, Plaintiffs'
10 and Labor Class Members' meal periods were rounded by Defendant, resulting in non-
11 compliant meal periods.

12 53. Cal. Labor Code Section 226.7(b) and section 11 of the applicable IWC Wage
13 Order require an employer to pay an employee one additional hour of pay for each workday
14 that a meal period is not provided.

15 54. At all relevant times, Defendant often failed to pay Plaintiffs and Labor Class
16 Members meal period premiums for meal period violations, at the regular rate of pay including
17 all non-discretionary bonuses, pursuant to Labor Code Section 226.7(b) and section 11 of the
18 applicable IWC Wage Order.

19 55. As a result of Defendant's failure to pay Plaintiffs and Labor Class Members
20 an additional hour of pay for each day a meal period was not provided, Plaintiffs and Labor
21 Class Members suffered and continue to suffer a loss of wages and compensation.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PERMIT REST BREAKS**

24 **(Violation of Cal. Labor Code §§ 226.7; Violation of IWC Wage Order)**

25 56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
26 as though fully set forth herein.

27 57. Cal. Labor Code Section 226.7(a) provides that no employer shall require an
28 employee to work during any rest period mandated by the IWC Wage Orders.

58. Section 12 of the applicable IWC Wage Order states “every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and the “authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

59. During the relevant time period, Plaintiffs and Labor Class Members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked. Defendant routinely failed to provide Plaintiffs and Labor Class Members with a second rest period for shifts lasting eight hours or longer, or a third rest period for shifts lasting twelve hours or longer. Moreover, Plaintiffs and Labor Class Members rest breaks, if any, were shortened due to Defendant's security check policies which resulted in shortened breaks.

60. Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

61. At all relevant times, Defendant failed to pay Plaintiffs and Labor Class Members all rest period premiums at their regular rate of compensation, including all non-discretionary bonuses, due for rest period violations pursuant to Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage Order.

62. As a result of Defendant's failure to pay Plaintiffs and Labor Class Members an additional hour of pay for each day a rest period was not provided, Plaintiffs and Labor Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Cal. Labor Code § 226; Violation of IWC Wage Order)

63. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

64. Cal. Labor Code Section 226(a) requires Defendant to provide each employee with an accurate wage statement in writing showing nine pieces of information, including: (1)

1 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be
4 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
5 for which the employee is paid, (7) the name of the employee and the last four digits of his or
6 her social security number or an employee identification number other than a social security
7 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at
9 each hourly rate by the employee.

10 65. During the relevant time period, Defendant knowingly and intentionally failed
11 to comply with Cal. Labor Code Section 226(a) on wage statements that were provided to
12 Plaintiffs and Labor Class Members. The deficiencies include, among other things, the failure
13 to correctly state the gross and net wages earned and the accurate number of hours worked at
14 each hourly rate by Plaintiffs and Labor Class Members.

15 66. As a result of Defendant's violation of Cal. Labor Code Section 226(a),
16 Plaintiffs and Labor Class Members have suffered injury and damage to their statutorily
17 protected rights. Specifically, Plaintiffs and Labor Class Members have been injured by
18 Defendant's intentional violation of California Labor Code Section 226(a) because they were
19 denied both their legal right to receive, and their protected interest in receiving, accurate
20 itemized wage statements under California Labor Code Section 226(a). Plaintiffs has had to
21 file this lawsuit in order to determine the extent of the underpayment of wages, thereby
22 causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in
23 these efforts and incur these costs had Defendant provided the accurate wages earned. This
24 has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from
25 Defendant.

26 67. California Labor Code Section 226(a) requires an employer to pay the greater
27 of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation
28 occurred, and one hundred dollars (\$100.00) per employee for each violation in subsequent

1 pay periods, plus attorney's fees and costs, to each employee who was injured by the
2 employer's failure to comply with California Labor Code Section 226(a).

3 68. Defendant's violations of California Labor Code Section 226(a) prevented
4 Plaintiffs and Labor Class Members from knowing, understanding and disputing the wages
5 paid to them, and resulted in an unjustified economic enrichment to Defendant. As a result
6 of Defendant's knowing and intentional failure to comply with California Labor Code Section
7 226(a), Plaintiffs and Labor Class Members have suffered an injury, and the exact amount of
8 damages and/or penalties is all in an amount to be shown according to proof at trial.

9 69. Plaintiffs and Labor Class Members are also entitled to injunctive relief under
10 California Labor Code Section 226(h), compelling Defendants to comply with California
11 Labor Code Section 226 and seek the recovery of attorneys' fees and costs incurred in
12 obtaining this injunctive relief.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES TIMELY**

15 **(Violation of Cal. Lab. Code §§ 201-204;; Violation of IWC Wage Order)**

16 70. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
17 as though fully set forth herein.

18 71. At all relevant times, Plaintiff and Labor Class Members were employees or former
19 employees of Defendant covered by Labor Code sections 201—204 and applicable Wage Orders.

20 72. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days,
21 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
22 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
23 any calendar month, shall be paid for between the 1st and 10th day of the following month."

24 73. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely
25 independent and apart from, any other penalty provided in this article, every person who fails to pay
26 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
27 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
28 (\$100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful

1 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld.”

3 74. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
4 before the filing of the Complaint in this Action through the present, Defendant employed policies and
5 practices that resulted in, at times, not paying Plaintiffs and Labor Class Members in accordance with
6 Labor Code section 204.

7 75. Pursuant to Labor Code section 210, Plaintiffs and Labor Class Members are entitled
8 to recover penalties for Defendant’s violations of Labor Code section 204, in the amount of one
9 hundred dollars (\$100) for each initial violation per Labor Class Member, and two hundred dollars
10 (\$200) for each subsequent violation in connection with each payment that was made in violation of
11 Labor Code section 204 per Labor Class Member, plus 25 percent of the amount unlawfully withheld.

12 76. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
13 1032, and Civil Code section 3287, Plaintiffs and Labor Class Members are entitled to recovery of
14 penalties, interest, and their costs of suit, as well.

15 77. California Labor Code §§ 201 and 202 further provide that if an employer
16 discharges an employee, the wages earned and unpaid at the time of discharge are due and
17 payable immediately, and that if an employee voluntarily leaves his employment, his wages
18 shall become due and payable not later than seventy-two (72) hours thereafter, unless the
19 employee has given seventy-two (72) hours previous notice of his intention to quit, in which
20 case the employee is entitled to his wages at the time of quitting.

21 78. During the relevant time period, Defendant willfully failed to pay Plaintiffs
22 and Labor Class Members all their earned wages upon termination including, but not limited
23 to, proper minimum and regular wages and overtime and doubletime compensation, either at
24 the time of discharge or within seventy-two (72) hours of their leaving Defendant’s employ.

25 79. Defendant’s failure to pay Plaintiffs and Labor Class Members all their earned
26 wages at the time of discharge or within seventy-two (72) hours of their leaving Defendant’s
27 employ is in violation of Labor Code §§ 201 and 202.

28 80. California Labor Code § 203 provides that if an employer willfully fails to pay
wages owed immediately upon discharge or resignation in accordance with Labor Code §§

201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PRODUCE ALL RECORDS

(Violation of Cal. Labor Code §§ 226, 432, and 1198.5)

81. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

82. Defendant employs a pattern and practice of ignoring and refusing to produce employee records when requested in direct violation of California Labor Code §§ 226(b), (c), (f), (h), 432, and 1198.5.

83. Upon making valid requests for the inspection and production of records by Plaintiffs Serra and LaKind, Defendant, as a matter of pattern and practice, ignored and refused to produce these records or make them available to Plaintiffs within the timeframe required by statute.

84. As a result of these violations, Defendant is liable for civil penalties pursuant to California Labor Code §§ 1198.5(k), 226(f), and 2698, *et seq.*

85. Plaintiffs Serra and LaKind will also seek recovery of attorneys' fees and litigation expenses pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL BUSINESS EXPENSES

86. Plaintiffs hereby re-allege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

87. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care."

1 88. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
2 his or her employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties...”

4 89. Further, Labor Code § 2802 additionally provides, in pertinent part, “(c)...the
5 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not
6 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this
7 section.”

8 90. The applicable IWC Wage Order § 9 provides that: “When tools or equipment
9 are required by the employer or are necessary to the performance of a job, such tools and
10 equipment shall be provided and maintained by the employer...”

11 91. California Labor Code section 2804 mandates that this statutory right cannot
12 be waived.

13 92. During the Relevant Time Period, Defendant was required to indemnify and
14 reimburse Plaintiffs and Labor Class Members for all expenditures or losses caused by the
15 employer’s want of ordinary care and/or incurred in direct consequence of the discharge of
16 their duties but failed to indemnify and reimburse Plaintiffs and Labor Class Members. For
17 example, Defendant required Plaintiffs and Labor Class Members to incur such costs in direct
18 consequence of the discharge of their duties including but not limited to use of their personal
19 cell phones for work purposes, mandatory laundering work uniforms and purchasing tools
20 necessary to perform work duties.

21 93. As a direct and proximate result, Plaintiffs and Labor Class Members have
22 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
23 monies to be reimbursed, lost interest on such monies, and expenses and attorney’s fees in
24 seeking to compel Defendant to fully perform its obligations under California law, all to their
25 damage amounts according to proof at the time of trial.

26 94. Accordingly, Plaintiffs and Labor Class Members are entitled to recover, and
27 hereby seek, an amount equal to incurred necessary expenditures, pre- and post-judgment
28 interest, applicable penalties, attorneys’ fees and costs, and any further equitable relief this

1 Court may deem just and proper. *See* Cal. Lab. Code § 2802; *see also* Cal. Civ. Proc. Code §
2 1021.5.

3 95. Plaintiffs, on behalf of themselves and Labor Class Members, request relief as
4 described below.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO PAY VACATION WAGES UPON CESSATION OF EMPLOYMENT**

7 **(Violation of Cal. Labor Code § 227.3)**

8 96. Plaintiffs hereby re-allege and incorporate by reference all of the allegations
9 contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

10 97. According to Labor Code section 227.3, whenever a contract of employment
11 or employer policy provides for paid vacations, and an employee is terminated without having
12 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his
13 final rate in accordance with such contract of employment or employer policy respecting
14 eligibility or time served.

15 98. Plaintiffs are informed and believe, and based thereon alleges that, at all times
16 relevant hereto, Defendant promulgated and maintained a uniform policy providing for paid
17 vacations, and that Plaintiffs' employment contracts with Defendant included paid vacations.
18 During the Relevant Time Period, Defendant had a consistent policy of failing to provide
19 Plaintiffs and Labor Class Members with compensation at their final rate of pay for unused
20 vested paid vacation days pursuant to Labor Code section 227.3.

21 99. As a proximate result of Defendant's failure to pay vested vacation at the final
22 rate of Plaintiffs and Labor Class Members upon their resignation or termination, Defendant
23 violated Labor Code section 227.3, entitling Plaintiffs and Labor Class Members to all vested
24 and unused vacation pay at their final rate of pay, as set out in Defendant's policy or the
25 contracts of employment between Plaintiffs and Labor Class Members, on the one hand, and
26 Defendant, on the other hand.

100. As a further proximate result of Defendant's above-described acts and/or omissions, Plaintiffs and Labor Class Members are entitled to recover reasonable attorneys' fees, costs of suit, and prejudgment interest.

TENTH CAUSE OF ACTION

(VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200,

ET SEQ.)

101. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

102. Defendant's conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs and Labor Class Members. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

103. Defendant's activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code Sections 17200, *et seq.*

104. A violation of Cal. Business and Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

105. Defendant's policies and practices have violated state law in at least the following respects:

(a) Failing to pay all minimum and regular wages and sick pay at the correct rates of pay to Plaintiffs and Labor Class Members in violation of Labor Code §§ 246, 1194, 1194.2, and 1197;

(b) Failing to pay all overtime wages at the correct regular rate of pay to Plaintiffs and Labor Class Members in violation of Labor Code §§ 510, 1194 and 1198;

(c) Failing to provide timely and compliant meal periods without paying Plaintiffs and Labor Class Members premium wages at the correct regular rate of pay for every day said meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

1 (d) Failing to authorize or permit rest breaks without paying Plaintiffs and Labor
2 Class Members premium wages at the correct regular rate of pay for every day
3 said rest breaks were not authorized or permitted in violation of Labor Code §
4 226.7;

5 (e) Failing to provide accurate, itemized wage statements in violation of Labor
6 Code § 226;

7 (f) Failing to timely produce all records in violation of Labor Code §§ 226, 432,
8 and 1198.5;

9 (g) Failure to pay all wages timely in violation of Labor Code §§ 201-204;

10 (h) Failure to pay vacation wages upon cessation of employment in violation of
11 Labor Code § 227.3; and

12 (i) Failure to reimburse all reasonable and necessary business expenses in
13 violation of Labor Code §§ 2800 and 2802.

14 106. Defendant intentionally avoided paying Plaintiffs' and Labor Class Members'
15 wages and monies, thereby creating for Defendant an artificially lower cost of doing business
16 in order to undercut their competitors and establish and gain a greater foothold in the
17 marketplace.

18 107. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiffs and
19 Labor Class Members are entitled to restitution of the wages unlawfully withheld and retained
20 by Defendant during a period that commences four years prior to the filing of the Complaint;
21 an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable
22 laws; and an award of costs.

23 **ELEVENTH CAUSE OF ACTION**

24 **VIOLATIONS OF LABOR CODE § 2698, ET SEQ. ("PAGA")**

25 108. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
26 as though fully set forth herein.

27 109. Plaintiffs assert claims for civil penalties as representatives of the State of
28 California, as authorized by the Private Attorneys General Act of 2004 ("PAGA"), and to the

1 extent permitted by law, on behalf of all current and former aggrieved employees of
2 Defendant, who suffered one or more of the violations alleged, and who worked for Defendant
3 during the PAGA Period (from April 10, 2023 to the date of trial). Labor Code §§ 2698, *et*
4 *seq.*

5 110. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
6 provides for a civil penalty to be assessed and collected by the Labor and Workforce
7 Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards,
8 agencies or employees for violation of the code may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of himself and other current or
10 former employees pursuant to the procedures specified in Labor Code § 2699.3.

11 111. Defendant’s conduct violates numerous Labor Code sections including, but not
12 limited to, Cal. Labor Code §§ 98.6, 201—204, 205, 205.5, 210, 212, 221, 222, 223, 222.5,
13 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 246, 351, 353, 432, 432.3, 432.5,
14 432.7, 432.8, 510, 511, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1811, 1815, 1182.12 *et seq.*,
15 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199, 1774—1776, 2800, 2802, and 3366, as well
16 as the applicable IWC Wage Orders and the following:

17 (a) Violation of Labor Code §§ 201, 202, 203, 204, 246, 210, 510, 511, 558,
18 1182.12, 1194, 1194.2, 1197, and 1198 for failure to timely pay all earned
19 wages (including minimum, , regular, and overtime wages and sick pay) owed
20 to Plaintiffs and other aggrieved employees at the correct rates of pay during
21 employment and upon separation of employment as herein alleged;

22 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods
23 to Plaintiffs and other aggrieved employees and failure to pay premium wages
24 at the correct regular rates of pay for missed meal periods as herein alleged;

25 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs
26 and other aggrieved employees and failure to pay premium wages at the correct
27 regular rates of pay for missed rest periods as herein alleged;
28

1 (d) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse reasonable
2 and necessary business expenses of Plaintiffs and other aggrieved employees
3 as herein alleged;

4 (e) Violation of Labor Code § 226 for failure to provide Plaintiffs and other
5 aggrieved employees with accurate, itemized wage statements;

6 (f) Violation of Labor Code §§ 226, 432, and 1198.5 for failure to produce
7 records;

8 (g) Violation of Labor Code §§ 201-204 for failure to pay Plaintiffs and other
9 aggrieved employees all wages timely; and

10 (h) Violation of Labor Code § 227.3 for failure to pay Plaintiffs and other
11 aggrieved employees their vacation wages upon cessation of employment.

12 112. Plaintiffs are “aggrieved employees” because they were employed by the
13 alleged violator and had one or more of the alleged violations committed against them, and
14 therefore, are properly suited to represent the interests of all other aggrieved employees.

15 113. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled
16 to recover civil penalties, in addition to other remedies, for violations of the Labor Code
17 sections cited above.

18 **PRAYER FOR RELIEF**

19 Plaintiffs, on their own behalf, on behalf of all others similarly situated, and as
20 representatives of the State of California, pray for relief and judgment against Defendant,
21 jointly and severally, as follows:

22 1. For certification of this action as a class action, including certifying the
23 California Labor Class alleged by Plaintiffs;

24 2. For appointment of John Serra, Stephen Joseph Vallentyne, and David LaKind
25 as the class representatives;

26 3. For appointment of Lebe Law, APLC, Bibiyan Law Group, P.C., and Mayall
27 Hurley P.C. as class counsel for all purposes;

28 4. For compensatory damages in an amount according to proof with interest

thereon;

5. For economic and/or special damages in an amount according to proof with interest thereon;

6. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to California Code of Civil Procedure § 1021.5. and Labor Code § 1194;

7. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

8. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

9. For an order requiring Defendant to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under California Business and Professions Code §§ 17200, *et seq.*;

10. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

11. For civil penalties under the PAGA;

12. For damages pursuant to Labor Code § 558;

13. For injunctive relief;

14. For pre-judgment interest; and

15. For such other relief as the Court deems just and proper.

DATED: February 6, 2025

Lebe Law, APLC

By: /s/ Jonathan M. Lebe

Jonathan M. Lebe

Zachary T. Gershman

Brielle D. Edborg

Attorneys for Plaintiff John Serra, individually,
on behalf of all others similarly situated, and as
a representative of the State of California

1 DATED: February 6, 2025

Bibiyan Law Group, P.C.

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3

By: /s/ David D. Bibiyan

4

David D. Bibiyan

Jeffrey D. Klein

5

Attorneys for Plaintiff Stephen Joseph
Vallentyne, individually, on behalf of all others
similarly situated, and as a representative of the
State of California

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DATED: February 6, 2025

Mayall Hurley P.C.

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By: /s/ Robert J. Wassermann

11

Robert J. Wassermann

Nicholas F. Scardigli

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13

Attorneys for Plaintiff David LaKind,
individually, on behalf of all others similarly
situated, and as a representative of the State of
California

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DEMAND FOR JURY TRIAL

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Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

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DATED: February 6, 2025

Lebe Law, APLC

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By: /s/ Jonathan M. Lebe

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Jonathan M. Lebe

Zachary T. Gershman

Brielle D. Edborg

23

24

Attorneys for Plaintiff John Serra, individually,
on behalf of all others similarly situated, and as
a representative of the State of California

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DATED: February 6, 2025

Bibiyan Law Group, P.C.

By: /s/ David D. Bibiyan
David D. Bibiyan
Vedang J. Patel

Attorneys for Plaintiff Stephen Joseph
Vallentyne, individually, on behalf of all others
similarly situated, and as a representative of the
State of California

DATED: February 6, 2025

Mayall Hurley P.C.

By: /s/ Robert J. Wassermann
Robert J. Wassermann
Nicholas F. Scardigli

Attorneys for Plaintiff David LaKind,
individually, on behalf of all others similarly
situated, and as a representative of the State of
California