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Attorneys for Plaintiff, on behalf of the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JORDAN THOMAS, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

HIGHWOOD DELIVERY SERVICES, LLC. a
California Limited Liability Corporation; and
DOES 1-50, inclusive.

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
03/08/2024

By: A. Turner Deputy

CASE NO.: 23CV012761

Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)

FIRST AMENDED COMPLAINT:

**CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 et seq.)**

UNLIMITED CIVIL CASE

1 Plaintiff Jordan Thomas (“Plaintiff”), on behalf of the State of California, hereby brings this
2 PAGA Representative Action Complaint (“Complaint”) against Defendant Highwood Delivery
3 Services, LLC *dba* Amuse (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each
4 of them, as follows:

5 **INTRODUCTION**

6 1. Defendant is a cannabis delivery company providing premium service and high-quality
7 products safely and conveniently. Amuse offers over 500 products, including flowers, pre-rolls,
8 vaporizers, gummies, chocolates, joints, pens, and topicals from the most coveted brands in
9 California.

10 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
11 California against Defendant for alleged violations of the California Labor Code.

12 3. Plaintiff does **not seek to recover anything other than penalties as permitted by**
13 **California Labor Code § 2699.**

14 4. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
15 due to its failure to record and pay for all time adequately worked off the clock. Plaintiff further
16 alleges that Defendant failed to pay all overtime compensation and sick pay wages at the proper legal
17 rates by failing to calculate the “regular rate of pay properly.” Moreover, Plaintiff alleges that
18 Defendant's meal and rest period policies and practices failed to allow and permit aggrieved
19 employees to take all compliant and timely meal and rest periods or pay premium wages at the
20 “regular rate of pay” in lieu thereof. Plaintiff further alleges that Defendant failed to provide
21 aggrieved employees with accurate written itemized wage statements in violation of Labor Code §
22 226(a), failed to reimburse business expenses, failed to pay all wages on time, and failed to timely
23 pay all final wages upon separation of employment in violation of Labor Code §§ 201-203.

24 **JURISDICTION**

25 5. Plaintiff, on behalf of the State of California brings this representative action pursuant
26 to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violation California Labor Code §§
27 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199,
28 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”).

6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved employees within the meaning of Labor Code §2699, *et seq.*

7. This Court has jurisdiction over Defendant because, upon information and belief, Defendant have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the State of California so as to render the exercise of jurisdiction over them by California courts consistent with the traditional notions of fair play and substantial justice.

VENUE

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendant owns, maintain offices, transact business, have an agent or agents within the County of Sacramento, and/or otherwise are found within the County of Sacramento, and Defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

10. Plaintiff is informed and believes and alleges that Defendants are authorized to do business within the County of Sacramento and is and/or was the legal employer of Plaintiff and the aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of Defendant's policies and/or practices complained of herein and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

11. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendant did (and continues to do) business in the State of California, County of Sacramento.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and

1 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
2 corporate, were responsible in some manner for the acts and omissions alleged herein and proximately
3 caused Plaintiff and aggrieved employees to be subject to the unlawful employment practices alleged
4 herein.

5 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
6 herein, Defendants were and are the employers of Plaintiff and aggrieved employees. At all times
7 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
8 have been done by the named Defendants; and furthermore, the Defendants, and each of them, were
9 the agents, servants, and employees of each and every one of the other Defendants, as well as the
10 agents of all Defendants, and at all times herein mentioned were acting within the course and scope
11 of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
12 otherwise ratified each and every one of the acts or omissions complained of herein.

13 14. At all times mentioned herein, Defendants, and each of them, were members of and
14 engaged in a joint venture, partnership, and common enterprise and acting within the course and
15 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
16 alleges that all Defendants were joint employers for all purposes of Plaintiff and aggrieved
17 employees.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 15. Defendant is a cannabis delivery company providing premium service and high-
20 quality products safely and conveniently. Amuse offers over 500 products, including flowers, pre-
21 rolls, vaporizers, gummies, chocolates, joints, pens, and topicals from the most coveted brands in
22 California.

23 16. Plaintiff was employed by Defendant as a non-exempt employee with the title of
24 “Depot Associate / Under the Roof (UTR) Dispatcher” out of its Sacramento, California location,
25 beginning on November 21, 2022, until his separation from employment on August 2, 2023.

26 17. Plaintiff and other aggrieved employees (including, but not limited to, Delivery
27 Driver, Cash Counter Leads, UTR operations leads, and all other aggrieved positions) were
28 responsible for all aspects of Defendant's business in California. However, in these roles, Plaintiff

1 and other aggrieved employees were often not afforded all protections and rights conferred under the
2 California Labor Code and applicable wage orders.

3 18. At all relevant times, Plaintiff and other aggrieved employees regularly worked
4 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
5 Plaintiff alleges that other aggrieved hourly employees were also subjected to the same policies,
6 procedures, practices, working conditions, and corresponding wage and hour violations to which he
7 was subjected during his employment.

8 19. First, at all relevant times, Defendant has had a consistent practice of failing to
9 accurately record all time worked, including all time under which aggrieved employees were under
10 the employer's control. This included a policy and practice of failing to properly record and edit and/or
11 manipulate aggrieved employees' time worked, including all time spent working off-the-clock, pre
12 and post-shift. As a result of this company-wide policy/practice, Plaintiff and other aggrieved
13 employees are not compensated for all the hours that they work and all of the overtime hours they
14 actually work, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage
15 Orders.

16 20. As a result, over a period of time, Plaintiff and other aggrieved employees were not
17 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
18 and applicable Wage Orders. Additionally, as a result of the unlawful timekeeping policy/practices,
19 Plaintiff and other aggrieved employees were also not properly paid at the correct overtime rate for
20 hours worked in excess of eight hours per shift in violation of Labor Code § 510.

21 21. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
22 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
23 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
24 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
25 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
26 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
27 underpaid regardless of whether the initial violation was intentionally committed.

1 22. Labor Code § 510 requires an employer to compensate an employee who works more
2 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
3 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
4 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
5 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
6 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
7 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
8 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
9 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

10 23. Furthermore, at all relevant times, Plaintiff and other aggrieved employees worked
11 regular shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees
12 regularly working more than 40 hours in a workweek. However, Plaintiff and other aggrieved
13 employees were not properly paid at the correct overtime rate for all overtime hours worked due to
14 Defendant's uniform failure to include all forms of compensation/remuneration, including, but not
15 limited to, commissions, incentives, non-discretionary bonuses, and all other forms of remuneration
16 in calculating the "regular rate of pay" for purposes of overtime compensation.

17 24. Under the California Labor Code (as well as the FLSA), courts have consistently held
18 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
19 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
20 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
21 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
22 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
23 California and federal law on the grounds, that Defendant improperly calculated overtime by
24 excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling*
25 *v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very
26 nature must reflect all payments which the parties have agreed shall be received regularly during the
27 workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an
28 actual fact. Once the parties have decided upon the amount of wages and the mode of payment the

1 determination of the regular rate becomes a matter of mathematical computation, the result of which
2 is unaffected by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§
3 778.110 (“production bonus”) and 778.111 (“piece-rate”).

4 25. Labor Code § 510 requires an employer to compensate an employee who works more
5 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
6 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
7 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
8 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
9 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
10 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
11 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
12 (1 1/2) times such employee’s regular rate of pay for all hours, worked over 40 hours in the workweek.

13 26. By their policy of requiring Plaintiff and the other aggrieved employees to work in
14 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
15 them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendant willfully violated the
16 provisions of Labor Code § 510 and the applicable Wage Orders.

17 27. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
18 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
19 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2).

20 28. Furthermore, at all relevant times, Defendant also failed in its obligation to provide
21 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
22 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
23 in California for the same employer for 30 or more days within a year from the commencement of
24 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
25 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
26 sick time for aggrieved employees must be “calculated in the same manner as the regular rate of pay
27 for the workweek in which the employee uses paid sick time, whether or not the employee actually
28 works overtime in that workweek.”

1 29. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
2 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
3 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
4 requires employers to “provide an employee with written notice that sets forth the amount of paid
5 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
6 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
7 on the designated pay date with the employee’s payment of wages.”

8 30. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
9 other aggrieved employees the legally required paid sick days at the legal rate, including all forms of
10 compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid sick time below the
11 “regular rate of pay” as required by Labor Code §§ 246(l) (1-2). Based on the foregoing Labor Code
12 violations, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code
13 § 2699(f)(2) and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

14 31. Moreover, at all relevant times, Plaintiff and other aggrieved employees were denied
15 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
16 Defendant’s uniform meal period policies/practices, operational requirements, and work demands,
17 Plaintiff and other aggrieved employees were often unable to take timely and uninterrupted net 30-
18 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
19 aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to
20 take a mandated second meal period before the end of the tenth hour of work in violation of the Labor
21 Code and applicable Wage Orders. Indeed, Plaintiff’s and other aggrieved employees’ meal periods
22 were often interrupted and lasted fewer than 30 minutes due to Defendant’s meal period
23 policies/procedures, operational requirements, and work demands.

24 32. In addition, for each missed or non-compliant meal period, Defendant failed and
25 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
26 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
27 5th 858 and Labor Code § 226.7.

28 33. Accordingly, due to Defendant’s uniform meal period practices, aggrieved employees

1 were also regularly denied legally compliant meal periods in violation of Labor Code §§ 226.7, 510,
2 516, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2698 *et seq.*

3 34. Next, at all relevant times, Plaintiff and other aggrieved employees were not provided
4 with all 10-minute rest periods for every four hours worked, or major fraction thereof due to
5 Defendant's uniform rest period policies/practices, operational requirements, and work demands. As
6 a result, Plaintiff and other aggrieved employees were and are often unable to take a net 10-minute
7 duty free rest periods for every major fraction of four hours worked. This includes a second rest period
8 for shifts in excess of six hours, and a third rest period for shifts in excess of 10.0 hours in a workday.
9 Making matters worse, based on information and belief, aggrieved employees were required to
10 remain on-site during rest periods.

11 35. By not relieving all aggrieved employees of all duties during rest periods, Defendant
12 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
13 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
14 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
15 the California Supreme Court expressly rejected the employers' assertion that it could provide an on-
16 duty rest period to employees who worked as security guards and further explained “that employers
17 [must] relinquish any control over how employees spend their break time and relieve their employees
18 of all duties.” *Id.* at 273. Each time aggrieved employees were unable to take a compliant rest period,
19 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular
20 rate of pay” as required by Labor Code § 226.7.

21 36. Accordingly, due to Defendant's uniform rest period policies/practices, aggrieved
22 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
23 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

24 37. As a result of Defendant's failure to pay Plaintiff and other aggrieved employees for
25 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
26 sick pay wages, and Defendant's failure to adequately pay for all overtime, and meal and rest period
27 premiums at the “regular rate of pay,” Defendant issued wage statements which failed to accurately
28 identify the gross wages earned, the total hours worked, the net wages earned, and the correct

1 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2,
2 5, and 9).

3 38. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
4 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
5 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
6 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
7 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

8 39. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
9 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendant violations of
10 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
11 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §
12 226(e) and/or 2698 *et seq.*

13 40. Moreover, because Defendant failed to pay all minimum and overtime, sick pay
14 wages, and meal and rest period premiums at the “regular rate of pay,” Defendant also failed and
15 continues to fail to pay Plaintiff and other aggrieved employees all wages owed at their time of
16 separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees
17 would be entitled to recover waiting time penalties under Labor Code §§ 201-203 and/or 2698 *et seq.*

18 41. Finally, at all relevant times, Defendant required Plaintiff and other aggrieved
19 employees to incur necessary business expenses for work-related purposes but did not reimburse
20 aggrieved employees adequately for these necessary expenditures in violation of Labor Code §§
21 2802-2804. *See Cochran v. Schwan’s Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, 1144 [“[i]f
22 an employee is required to make work-related calls on a personal cell phone, then he or she is
23 incurring an expense for the purposes of section 2802. It does not matter whether the phone bill is
24 paid for by a third person or at all...To show liability under section 2802, an employee need only
25 show that he or she was required to use a personal cell phone to make work-related calls, and he or
26 she was not reimbursed”].

27 42. Here, Defendant uniformly failed to reimburse aggrieved employees for the necessary
28 costs incurred for using personal cell phones, work tools, and uniforms to discharge their duties for

1 those aggrieved employees. Accordingly, due to Defendant's uniform failure to adequately reimburse
2 for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage
3 Orders. Plaintiff and other aggrieved employees would be entitled to civil penalties under Labor Code
4 § 2698 *et seq.*

5 **FIRST CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

8 43. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
9 in the preceding paragraphs.

10 44. Defendant has committed several Labor Code violations against Plaintiff and other
11 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
12 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
13 Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the
14 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
15 limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per
16 pay period for those violations of the Labor Code for which no civil penalty is specifically provided
17 based on the following Labor Code violations:

- 18 a) Defendant's failure to record and pay for all hours worked accurately;
- 19 b) Defendant's failure to pay all overtime wages at the "regular rate of pay" because
- 20 Defendant failed to include all forms of compensation, including, but not limited
- 21 to, shift differentials, non-discretionary bonuses, incentive pay, and other forms
- 22 of remuneration;
- 23 c) Defendant's failure to pay all sick pay at the "regular rate of pay";
- 24 d) Defendant's failure to allow and permit legally compliant meal periods or
- 25 compensation at the "regular rate of pay" in lieu thereof;
- 26 e) Defendant's failure to allow and permit legally compliant rest periods or
- 27 compensation at the "regular rate of pay" in lieu thereof;
- 28 f) Defendant's failure to furnish legally compliant wage statements pursuant to

1 Labor Code § 226(a);

2 g) Defendant's failure to pay all wages in a timely fashion in violation of Labor
3 Code § 204;

4 h) Defendant's failure to timely pay final wages to aggrieved employees at the time
5 of separation from employment was unlawful; an

6 i) Defendant's failure to reimburse aggrieved employees for all necessary business
7 expenses in violation of Labor Code §§ 2802-2804

8 45. On or about December 5, 2023, Plaintiff notified Defendant Woodmont Real Estate
9 Services, L.P. ("Defendant") via certified mail and the California Labor and Workforce Development
10 Agency ("LWDA") via its website of Defendant's violations of the California Labor Code § 2698 *et*
11 *seq.* with respect to violations of the California Labor Code identified in Paragraph 40 (a)-(i). Now
12 that sixty-five days (65) have passed since Plaintiff notified Defendant of these violations, Plaintiff
13 has exhausted his administrative requirements for bringing a claim under the Private Attorneys
14 General Act with respect to these violations.

15 46. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect her interests and the interests of other similarly aggrieved employees and to assess and collect
17 the civil penalties owed by Defendant. Plaintiff has therefore incurred attorneys' fees and costs, which
18 he is entitled to receive under California Labor Code § 2699.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff prays for judgment on behalf of the State of California against
21 Defendant, as follows:

22 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other similarly
23 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
24 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
25 subsequent violation per employee per pay period for those violations of the Labor Code for which
26 no civil penalty is specifically provided under the Labor Code;

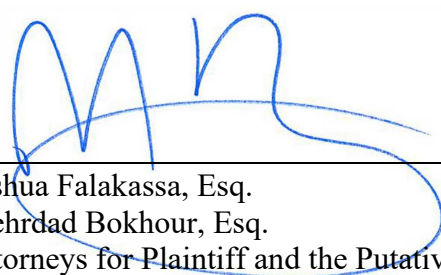
27 2. For attorneys' fees and costs as provided by Labor Code § 2698 *et seq.*, and Code
28 of Civil Procedure §1021.5; and

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3. For such other relief that the Court may deem just and proper.

Dated: March 8, 2024

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On March 8, 2024, I served the following document(s) described as **FIRST AMENDED COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Counsel for defendant Highwood Delivery Services, LLC

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

Executed on March 8, 2024, at Los Angeles, California.

Carlos García