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Attorneys for Plaintiff, MARQUIS BANKS  
on behalf of himself, Aggrieved Employees, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, COMPLEX**

MARQUIS BANKS, an individual, on behalf  
of himself, Aggrieved Employees, and all  
others similarly situated,

Plaintiff,

v.

UNIVERSAL PROTECTION SERVICE,  
LP, dba ALLIED PROTECTION  
SERVICES, a California Limited  
Partnership, BRYANT SCOTT, an  
individual, and DOES 1 through 20,  
inclusive,

Defendants.

Case No. **24STCV05364**

**CLASS ACTION COMPLAINT FOR:**

- 1. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1194, 1194.2, 1197, WAGE ORDER NO. 5 OF THE IWC;**
- 2. FAILURE TO FURNISH WAGE AND HOUR STATEMENTS (LABOR CODE §§ 226 AND 226.3);**
- 3. FAILURE TO MAINTAIN PAYROLL RECORDS (LABOR CODE §§ 1174 AND 1174.5);**
- 4. FAILURE TO PROVIDE MEAL AND REST PERIOD COMPENSATION (LABOR CODE § 226.7);**
- 5. FAILURE TO PAY WAGES IN A TIMELY MANNER (LABOR CODE § 204);**
- 6. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE § 1194);**
- 7. WAITING TIME PENALTIES (LABOR CODE §§ 201, 202, and 203);**

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8. UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *ET SEQ.*); AND  
9. RECOVERY FOR CIVIL PENALTIES, PRIVATE ATTORNEY GENERAL ACT (LABOR CODE §§ 2698, 2699 *ET SEQ.*)

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

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1 **DEMAND FOR JURY TRIAL.....28**

2  
3 **COMPLAINT**

4 1. Plaintiff MARQUIS BANKS, both as an individual and on behalf of all other persons  
5 similarly situated (collectively “Plaintiffs”) file this Class Action Complaint against UNIVERSAL  
6 PROTECTION SERVICE, LP, dba ALLIED PROTECTION SERVICES, and BRYANT SCOTT,  
7 an individual, and DOES 1 through 20, inclusive, (collectively “Defendants”) and in support thereof  
8 alleges as follows:

9 **SUMMARY OF COMPLAINT**

10 2. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
11 relevant hereto, UNIVERSAL PROTECTION SERVICE, LP, dba ALLIED PROTECTION owned  
12 and operated a corporation and availed themselves of the rights and privileges of the State of  
13 California.

14 3. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
15 relevant hereto, BRYANT SCOTT was Plaintiffs’ employer, manager, corporate agent, and/or  
16 supervisor.

17 4. Plaintiffs allege a representative wage and hour complaint against Defendants.

18 5. In actuality, Plaintiffs were forced to work overtime and off the clock hours without  
19 adequate compensation. Plaintiffs were also deprived of timely meal breaks. In essence, Defendants  
20 used inaccurate timesheets to circumvent California’s Labor Code and secure more labor for less cost,  
21 at the expense of their employees such as Plaintiff.

22 **JURISDICTION AND VENUE**

23 6. Jurisdiction. This Court has jurisdiction of this action pursuant to Code of Civil  
24 Procedure section 410.10. This action is brought pursuant to Code of Civil Procedure section 382,  
25 Civ. Code section 1781, et seq., and Business and Professions Code § 17200 et seq. Further, the acts  
26 and omissions complained of occurred at the workplace owned and operated by Defendants. This  
27 Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants’  
28 obligations and liability arise therein, because Defendants maintain an office and transact business  
within Los Angeles County, and because the work that is the subject of this action was performed by

1 Plaintiffs in Los Angeles County. Plaintiff is a citizen of California. Defendants, from whom  
2 significant relief is sought and whose conduct forms the basis for this suit, operate their business  
3 throughout this state and from within the County of Los Angeles. Plaintiffs, through this Complaint,  
4 seek to redress injuries and violations of California law.

5 7. Venue. Venue is proper in the Superior Court of Los Angeles County pursuant to  
6 Code of Civil Procedure sections 395(a) and 395.5 because the acts complained of herein occurred  
7 in the County of Los Angeles and a large percentage, if not the majority, of Defendants' operations  
8 in this state are within the County of Los Angeles. Defendants own, maintain an office, transact  
9 business, have an agent or agents within the County of Los Angeles, or are otherwise found within  
10 the County of Los Angeles. Defendants are within the jurisdiction of this Court for purposes of service  
11 of process.

## 12 THE PARTIES

### 13 PLAINTIFFS

14 8. Plaintiff, MARQUIS BANKS, (hereinafter referred to as "Mr. Banks" or "Plaintiff")  
15 is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

16 9. Collectively, Mr. Banks and all persons similarly situated to Mr. Banks are referred to  
17 herein as "Plaintiffs." Mr. Banks brings this action individually and on behalf of himself and as a  
18 representative of all similarly situated persons pursuant to Cal. Civ. Code section 382. With respect  
19 to the Plaintiffs, each plaintiff:

- 20 a. was a resident of the State of California;
- 21 b. was employed by Defendants as a member of Defendants' CLASS PLAINTIFFS (*infra*  
22 at ¶ 11) at Defendants' location within the four years preceding February 2024;
- 23 c. was not compensated the minimum wage for all hours worked and was forced to work  
24 hours off the clock;
- 25 d. was not provided with accurate itemized wage and hour statements pursuant to applicable  
26 Labor Code requirements;
- 27 e. was not provided compliant meal breaks pursuant to applicable Labor Code requirements;
- 28 f. was not provided compliant rest breaks pursuant to applicable Labor Code requirements;

- 1 g. was not compensated all wages earned and owed in a timely manner as required by the  
2 Labor Code;
- 3 h. worked more than eight (8) hours in any given day and/or more than forty (40) hours in  
4 any given week, but was not paid overtime compensation pursuant to applicable Labor  
5 Code requirements; and
- 6 i. Plaintiffs also seek civil penalties under the *Private Attorney General Act*, *Labor Code*  
7 section 2698, 2699 *et seq.* ("PAGA") for the *Labor Code* violation described herein.

8 **DEFENDANTS**

9 **DEFENDANT UNIVERSAL PROTECTION SERVICE, LP, dba ALLIED PROTECTION**  
10 **SERVICES**

11 10. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
12 relevant hereto, Defendant UNIVERSAL PROTECTION SERVICE, LP, dba ALLIED  
13 PROTECTION SERVICES (hereinafter referred to as "Universal") was and is a California limited  
14 partnership doing business at 5757 West Century Blvd., Suite 700, Los Angeles, CA 90045 in the  
15 County of Los Angeles, State of California.

16 **DEFENDANT BRYANT SCOTT**

17 11. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
18 relevant hereto, Defendant BRYANT SCOTT (hereinafter referred to as "Mr. Scott") was and is an  
19 individual and employer doing business at 5757 West Century Blvd., Suite 700, Los Angeles, CA  
20 90045 in the County of Los Angeles, State of California. Mr. Scott and Universal are hereinafter  
21 collectively referred to as "Defendants."

22 12. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
23 relevant hereto, Defendant Mr. Scott was Plaintiff's employer, manager, corporate agent, and/or  
24 supervisor. Specifically, Plaintiffs are informed and believe, and based thereon allege, that Mr.  
25 Scott dictated Plaintiffs' compensation and had plenary ability to supervise, manage, hire, and fire,  
26 and did participate in the hiring and firing of Plaintiffs. Defendant Mr. Scott exercised control and  
27 management of the work performed by Plaintiffs as to establish or change corporate policies for  
28 which Plaintiffs were required to perform. Mr. Scott had the ability to ensure Plaintiffs were

1 properly compensated and allotted meal breaks, rest periods, and other provisions issued to  
2 employees. Furthermore, Plaintiffs were of the belief that Mr. Scott was also his employer.

3 13. On information and belief, Mr. Scott was the primary, if not the sole, decision maker  
4 and author of Defendants' corporate policies as to: (1) setting employees' working hours and rates  
5 of pay; (2) whether, and how much, to pay employees for overtime hours worked; (3) whether to  
6 allow employees the opportunity to take meal periods and rest breaks; (4) determining whether to  
7 issue itemized wages statements to employees; (5) determining whether an employee was exempt  
8 or non-exempt for purposes of applicable compliance with the Labor Code and order of the  
9 Industrial Welfare Commission; and (6) ensure compliance with all applicable Labor  
10 Code sections and orders of the Industrial Welfare Commission.

11 14. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
12 relevant hereto, Defendants owned and/or operated a security services agency and availed  
13 themselves of the rights and privileges of the State of California.

14 15. Defendants were Plaintiffs' employers within the meaning of Government Code  
15 §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly  
16 employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

17 16. The true names and capacities, whether individual, corporate, associate, or otherwise,  
18 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiffs at this time and  
19 therefore said Defendants are sued by such fictitious names. Plaintiffs will seek leave to amend this  
20 complaint to insert the true names and capacities of said Defendants when the same become known  
21 to Plaintiffs. Plaintiffs are informed and believe, and based thereupon allege, that each of the  
22 fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore  
23 liable to Plaintiffs as alleged hereinafter.

24 17. Plaintiffs are informed and believe, and based thereupon allege, that at all times  
25 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,  
26 supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint  
27 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were  
28 acting at least in part within the course and scope of said agency, employment, conspiracy, joint

1 employer, alter ego status, successor status and/or joint venture and with the permission and consent  
2 of each of the other Defendants.

3 18. Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and  
4 each of them, including those defendants named as DOES 1-20, acted in concert with one another to  
5 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one  
6 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to  
7 Government Code §12940(i). Plaintiffs are further informed and believe, and based thereupon allege,  
8 that Defendants, and each of them, including those defendants named as DOES 1-20, and each of  
9 them, formed and executed a conspiracy or common plan pursuant to which they would commit the  
10 unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said  
11 conspiracy, intended to cause and actually causing Plaintiffs harm.

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

15 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

16 20. Plaintiffs are informed and believe, and based thereupon allege, that there exists such  
17 a unity of interest and ownership between Defendants and DOES 1-20 that the individuality and  
18 separateness of Defendants have ceased to exist.

19 21. Plaintiffs are informed and believe, and based thereupon allege, that despite the  
20 formation of purported corporate existence, Defendants and DOES 1-20 are, in reality, one and the  
21 same as Defendants, including, but not limited to because:

22 a. Defendants are completely dominated and controlled by DOES 1-20, who  
23 personally committed the frauds and violated the laws as set forth in this complaint, and who have  
24 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish  
25 some other wrongful or inequitable purpose.

26 b. DOES 1-20 derive actual and significant monetary benefits by and through  
27 Defendants' unlawful conduct, and by using Defendants as the funding source for their own personal  
28 expenditures.

1 c. Plaintiffs are informed and believe, and based thereupon allege, that  
2 Defendants and DOES 1-20, while really one and the same, were segregated to appear as though  
3 separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing  
4 some other wrongful or inequitable purpose.

5 d. Plaintiffs are informed and believe, and based thereupon alleges, Defendants  
6 do not comply with all requisite corporate formalities to maintain a legal and separate corporate  
7 existence.

8 e. Plaintiffs are informed and believe, and based thereupon allege, that the  
9 business affairs of Defendants and DOES 1-20 are, and at all times relevant were, so mixed and  
10 intermingled that the same cannot reasonably be segregated, and the same are in inextricable  
11 confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-20 as a mere shell  
12 and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of  
13 DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in  
14 that it would permit Defendants to insulate themselves from liability to Plaintiffs for violations of the  
15 Government Code and other statutory violations. The corporate existence of Defendants and DOES  
16 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary  
17 to avoid fraud and injustice to Plaintiffs herein.

18 22. Accordingly, Defendants constitute the alter ego of DOES 1-20, and the fiction of their  
19 separate corporate existence must be disregarded.

20 23. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based  
21 thereupon allege, that Defendants and DOES 1-20 are Plaintiffs' joint employers by virtue of a joint  
22 enterprise, and that Plaintiffs were employees of Defendants and DOES 1-20. Plaintiffs performed  
23 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all  
24 Defendants shared control of Plaintiffs as employees, either directly or indirectly, and the manner in  
25 which Defendants' business was and is conducted.

26 24. Alternatively, Plaintiffs are informed and believe and, based thereupon allege, that as  
27 and between DOES 1-20 and Defendants, (1) there is an express or implied agreement of assumption  
28 pursuant to which DOES 1-20 agreed to be liable for the debts of Defendants, (2) the transaction  
between DOES 1-20 and Defendants amounts to a consolidation or merger of the two corporations,

(3) DOES 1-20 is a mere continuation of Defendants, or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, DOES 1-20 are the successors of Defendants, and are liable on that basis.

## **FACTUAL ALLEGATIONS**

### **A. Class Claims**

25. Defendants operate a private security service company throughout the United States of America. Defendants own seven production facilities, including one in Los Angeles, County of Los Angeles, State of California. Defendant Mr. Scott was Mr. Banks's employer, manager, corporate agent, and/or supervisor.

26. Plaintiffs were employed by Defendants as divisional controllers, senior tax managers, account managers, assistant account managers, security account managers, receptionists, operations support assistants, service desk coordinators, regional sales managers, armed security officers, security guards, shift supervisors, field supervisors, security professionals armed, armed residential security team agents, janitors, human resources coordinators, security solutions architects, security access control engineers, estimators, IT, technical support, marketing/advertising/media, other non-exempt employees or misclassified exempt employees, and Defendants' representatives within the headquarters and regional locations of Defendants.

27. Mr. Banks was hired on or about February of 202 as an operator at a rate of pay of \$15.50 per hour and was terminated on or about May or April of 2023.

28. Mr. Banks and all others similarly situated who have worked for Defendants as Non-Exempt or Misclassified Exempt Employees at Defendants within the four years preceding the date of this complaint, bring this class action to recover wages, damages, unreimbursed business expenses, penalties, attorneys' fees, litigation expenses, and costs of court under the provisions of the *Labor Code* sections 201, 202, 203, 204, 210, 221, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, provisions of the Industrial Welfare Commission ("IWC") Order No. 5-2001, and the *California Business and Professional Code* section 17200 et seq.

29. Within the time period of four years preceding the date of this complaint ("Relevant Time Period"), Plaintiffs were not provided compliant meal and rest breaks as statutorily mandated,

1 were forced to work through statutorily mandated meal and rest breaks without pay, were not paid  
2 legally mandated minimum, overtime and waiting time wages, did not receive accurate itemized wage  
3 statements, and were not paid all wages earned and owed in a timely manner.

4 30. During the Relevant Time Period, Plaintiffs are and/or have been non-exempt or  
5 misclassified exempt employees within the meaning of the *Labor Code*, and the implementing  
6 regulations of the IWC Wage Orders.

7 31. Defendants are or were the employer of all Plaintiffs during the Relevant Time Period.  
8 Defendants “employ(ed)” all Plaintiffs pursuant to the definition of “employ” within IWC Wage  
9 Order 5.

10 32. During the Relevant Time Period, Defendants exercised control over the wages, hours,  
11 and working conditions of Plaintiffs; suffered or permitted Plaintiffs to work and created a common  
12 law employment relationship with Plaintiffs.

13 33. Plaintiffs performed non-exempt duties for Defendants.

14 34. During the Relevant Time Period, Defendants failed and refused to pay Plaintiffs the  
15 total amount of wages that Plaintiffs, through their employment and labor, earned working for  
16 Defendants. Defendants’ timekeeping policies and/or practices resulted in Plaintiffs not being  
17 compensated for all hours actually worked. During Plaintiffs’ employment with Defendants,  
18 Defendants’ policies/practices were to only appropriately compensate Plaintiffs for certain tasks, and  
19 not others, throughout the workday.

20 35. For example, Defendants perpetually interrupted Plaintiffs’ rest periods and meal  
21 breaks. Defendants required Plaintiffs to always remain on the work site. Plaintiffs were rarely, if  
22 ever, allowed to leave their posts as security guard or other related positions, regardless of whether  
23 Plaintiffs were should have been on a meal break or rest period.

24 36. At all relevant times, Plaintiffs were required to halt their break periods to tend to work  
25 assignments, as required by Defendants. Moreover, at all relevant times, Defendants knew that  
26 Plaintiffs’ meal breaks and rest periods were constantly being interrupted. Defendants had the means  
27 available to them to ameliorate Plaintiffs’ legally insufficient meal breaks and rest periods, however,  
28 Defendants maintained a policy of requiring employees to work during unpaid meal breaks in order  
to save costs.

1           37.     Additionally, because Plaintiffs worked eight-hour shifts for every shift, all of the time  
2 that Plaintiffs spent working for Defendants, during what should have been Plaintiffs' unpaid meal  
3 breaks, constitutes work performed over eight hours in one day. Plaintiffs were never paid any rate  
4 of pay for all of this off-the-clock labor, let alone the overtime rate of pay that Plaintiffs are entitled to.

5           38.     In addition, Plaintiffs were routinely forced to work off the clock without any  
6 compensation due to Defendants' requirement that Plaintiffs perform work during their unpaid meal  
7 breaks, despite being clocked out of work. Defendants never paid Plaintiffs for all of this off-the-  
8 clock work.

9           39.     For the entirety of Plaintiffs' employment with Defendants, Defendants consistently  
10 failed to provide Plaintiffs with timely, accurate, and itemized wage and hour statements, in writing,  
11 showing gross wages earned, total hours worked, all deductions made, net wages earned, the name  
12 and address of the legal entity employing them, all applicable hourly rates in effect during each pay  
13 period, and the corresponding number of hours worked by them at each hourly rate in and among  
14 other information, as required by California wage-and-hour laws. Defendants similarly failed to  
15 maintain accurate payroll records for Plaintiffs.

16           40.     For the entirety of Plaintiffs' employment, Defendants' meal period policies/practices  
17 failed to provide Plaintiffs with all legally compliant meal periods because Defendants failed to  
18 provide Plaintiffs with timely, duty-free, and uninterrupted 30-minute meal periods commencing  
19 before the end of the fifth, and tenth, hours of work.

20           41.     For the entirety of Plaintiffs' employment, Plaintiffs were not authorized and  
21 permitted to take all required and legally-compliant rest periods due to Defendants' rest period  
22 policies/practices, which failed to authorize and permit a net 10-minute off-duty rest period for every  
23 four hours worked. On those occasions when Plaintiffs were not authorized and permitted to take all  
24 legally-required and compliant rest periods to which they were entitled, Defendants further failed to  
25 compensate Plaintiffs with the required rest period premium for each workday in which they were  
26 experienced a rest period violation as mandated by Labor Code § 226.7.

27           42.     Further, Defendants have failed to pay all earned wages owed to Plaintiffs for the  
28 noncompliant and/or missed meal and rest periods under *Labor Code* section 226.7(b) and Wage  
Order 5. Plaintiffs were and are entitled to an hour of pay at their regular rate for each day with a

1 meal period violation and an additional hour of pay for each day with a rest period violation. Plaintiffs  
2 have not received that payment.

3 43. For the entirety of Plaintiffs' employment with Defendants, Defendants routinely  
4 required Plaintiffs to work more than eight hours per day and 40 hours per week. Plaintiffs did not  
5 receive accurate compensation for straight, regular time pay, and overtime pay.

6 44. Defendants failed to pay all wages due and owed to Plaintiffs at the time of their  
7 termination or within seventy-two (72) hours of their resignation, as required by California wage-  
8 and-hour laws in violation of *Labor Code* sections 201-203. Plaintiffs who are no longer employed  
9 by Defendants are entitled to penalties pursuant to *Labor Code* section 203, in the amount of each  
10 person's daily wage multiplied by the number of days since the termination, up to thirty days.

11 45. Defendants also required Plaintiffs to regularly work off-the-clock, without pay.

12 46. Defendants' conduct described herein was undertaken, authorized, and/or ratified by  
13 Defendants' officers, directors and/or managing agents, including, but not limited to those identified  
14 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect  
15 and/or create policy for Defendants. The aforementioned conduct of said managing agents and  
16 individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge  
17 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized,  
18 and approved by managing agents whose precise identities are unknown to Plaintiff at this time and  
19 are therefore identified and designated herein as DOES 1 through 20, inclusive.

20 47. As a result of Defendants' actions, Plaintiffs have suffered and will continue to suffer  
21 general and special damages, including severe and profound pain and emotional distress, anxiety,  
22 depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses  
23 for psychological counseling and treatment, and past and future lost wages and benefits.

24 48. As a result of the above, Plaintiffs are entitled to past and future lost wages, bonuses,  
25 commissions, benefits and loss or diminution of earning capacity.

26 49. As set forth above, and throughout this Complaint, Defendants engaged in various acts  
27 of unfair competition and unlawful and unfair business practices as defined in the *Unfair Competition*  
28 *Law* embodied in *Business and Professions Code* section 17200, *et seq.*

1           50. Pursuant to the *Labor Code*, California law and applicable Wage Orders, Plaintiffs are  
2 entitled to all unpaid wages, damages, penalties, interest and attorney's fees and costs for the illegal  
3 and wrongful acts and omissions of Defendants, all as alleged throughout this Complaint.

4           51. Plaintiffs claim general damages for emotional and mental distress and aggravation in  
5 a sum in excess of the jurisdictional minimum of this Court.

6 **B. Aggrieved Employee Allegations**

7           52. For the entirety of Plaintiff's employment with Defendants, Defendants failed and  
8 refused to pay Plaintiff and Aggrieved Employees the total amount of wages that Plaintiff and  
9 Aggrieved Employees, through their employment and labor had earned working for Defendants.  
10 Plaintiff and Aggrieved Employees were deprived of overtime and minimum wages by Defendants.

11           53. For the entirety of Plaintiff's employment with Defendants, Defendants had  
12 consistently failed to provide Plaintiff and Aggrieved Employees with timely, accurate, and itemized  
13 wage and hour statements, in writing, showing gross wages earned, total hours worked, all deductions  
14 made, net wages earned, the name and address of the legal entity employing them, all applicable  
15 hourly rates in effect during each pay period, and the corresponding number of hours worked by them  
16 at each hourly rate in and among other information, as required by California wage-and-hour laws.  
17 Similarly, Defendants had failed to maintain accurate payroll records for Plaintiff and Aggrieved  
18 Employees.

19           54. For the entirety of Plaintiff's employment with Defendants, Defendants routinely  
20 failed to provide Plaintiff and Aggrieved Employees with rest breaks after working the requisite  
21 number of hours, and routinely required Plaintiff and Aggrieved Employees to work more than the  
22 requisite number of hours without being given at least a 30-minute meal break. Further, Defendants  
23 routinely failed to compensate Plaintiff and Aggrieved Employees for these missed rest breaks and  
24 meal periods.

25           55. For the entirety of Plaintiff's employment with Defendants, Defendants had  
26 consistently failed to pay Plaintiff's and Aggrieved Employees' wages on a timely semi-monthly  
27 basis, as required by the Labor Code. Additionally, for the entirety of Plaintiff's employment with  
28 Defendants, Defendants had consistently failed to pay Plaintiff's and Aggrieved Employees' final

1 paychecks at their respective times of termination or within seventy-two (72) hours of their respective  
2 resignations.

3 56. For the entirety of Plaintiff's employment with Defendants, Defendants routinely  
4 required Plaintiff and Aggrieved Employees to work more than eight (8) hours per day and forty (40)  
5 hours per week. Plaintiff and Aggrieved Employees did not receive accurate compensation for  
6 straight, regular time pay, and overtime pay.

7 57. As set forth above, and throughout this Complaint, Defendants engaged in various acts  
8 of unfair competition and unlawful and unfair business practices as defined in the *Unfair Competition*  
9 *Law* embodied in *Business and Professions Code* section 17200, *et seq.*

10 58. Pursuant to the *Labor Code*, California law and applicable Wage Orders, Plaintiff is  
11 entitled to all unpaid wages, damages, penalties, interest and attorney's fees and costs for the illegal  
12 and wrongful acts and omissions of Defendants, all as alleged throughout this Complaint.

### 13 **CLASS ALLEGATIONS**

#### 14 **A. Definition of the Class Plaintiff**

15 59. The CLASS consists of: all persons who were employed by Defendants, within the  
16 Relevant Time Period as a member of Defendants' CLASS PLAINTIFFS or with any similar title  
17 who were non-exempt or misclassified exempt employees and are owed unpaid minimum wages,  
18 unpaid overtime wages, penalties for noncompliant and/or missed meal and rest breaks, were  
19 provided inaccurate wage statements, and were not timely paid during and/or following their  
20 employment with Defendants.

#### 21 **B. CLASS Definitions**

22 60. Mr. Banks brings this action on behalf of CLASS PLAINTIFFS pursuant to § 382 of  
23 the Code of Civil Procedure and *Lab. Code* section 2698 (hereinafter, collectively referred to as  
24 "CLASS"):

- 25 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
26 employees in California who worked over 8.0 hours in a workday and/or over 40 hours  
27 in a workweek and were subject to Defendants' timekeeping policies/practices, during  
28 the Relevant Time Period.

- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, and/or employees forced to work off-the-clock without compensation, during the Relevant Time Period.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the Relevant Time Period.
- d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the Relevant Time Period.
- e. The Wage Statement Class consists of all members of the Overtime Class, Double Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who were employed by Defendants during the Relevant Time Period.
- f. The Waiting Time Class consists of all members of the Overtime Class, Double Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, who were employed with Defendants during the Relevant Time Period

### C. CLASS Action Requisites

61. **.Numerosity/Ascertainability.** Plaintiff brings this action pursuant to *Code of Civil Procedure* section 382 for violations of California's wage and hour laws, on behalf of himself and all other similarly situated CLASS PLAINTIFFS, who worked for Defendants in the four years preceding this Complaint at Defendants' Los Angeles County or Orange County locations. Plaintiffs are any current or former CLASS PLAINTIFFS, or current or former employees with any similar title, who were non-exempt or misclassified exempt employees and are owed wages and/or penalties for noncompliant and/or missed meal and rest breaks, unpaid overtime compensation, and/or were provided inaccurate wage statements.

62. **Predominance of Common Questions.** Predominant common questions of law and fact exist as to Class Members that include, without limitation, the following:

1 A. Whether Defendants implemented and engaged in a systematic practice of failing  
2 to compensate CLASS PLAINTIFFS for all hours worked, including a practice of forcing  
3 Plaintiffs to work off the clock;

4 B. Whether Defendants implemented and engaged in a systematic practice whereby  
5 they unlawfully failed to provide CLASS PLAINTIFFS with compliant meal periods;

6 C. Whether Defendants implemented and engaged in a systematic practice whereby  
7 they unlawfully failed to provide CLASS PLAINTIFFS with compliant rest periods;

8 D. Whether Defendants implemented and engaged in a systematic practice whereby  
9 they unlawfully failed to provide CLASS PLAINTIFFS with overtime compensation for  
10 all hours worked over 8 hours in one day or over 40 hours in one week;

11 E. Whether Defendants have willfully failed to pay CLASS PLAINTIFFS at the time  
12 of termination of employment all earned wages owed;

13 F. Whether the systematic acts and practices of Defendants as alleged herein violated  
14 applicable provisions of the Labor Code, as well as the applicable Wage Orders;

15 G. Whether Defendants engaged in unfair business practices in violation of the  
16 Business and Professions Code, including Business and Professions Code sections 17200,  
17 et seq.

18 63. Common questions of law and fact predominate over questions that affect only  
19 individual members of the CLASS PLAINTIFFS. The common questions of law set forth above are  
20 numerous and substantial and stem from Defendants' policies and/or practices applicable to each  
21 individual class member, including but not limited to Defendants' failure to implement lawful meal  
22 and rest period policies, failure to provide accurate wage statements and/or failure to pay all final  
23 wages. As such, the common questions predominate over individual questions concerning each  
24 individual class member's showing as to their eligibility for recovery or as to the amount of their  
25 damages.

26 64. All Plaintiffs shared common job duties and responsibilities. Thus, all of the plaintiffs'  
27 experiences and claims are typical of the experiences and claims of Defendants' other employees  
28 who worked at any of Defendants' locations.

65. The potential members of the CLASS are sufficiently numerous that joinder of all members would be unfeasible and impracticable. The disposition of the claims through this class action will benefit both the parties and the Court. The exact number of members is unknown to Plaintiffs at this time. The number and identity of the proposed CLASS PLAINTIFFS are readily ascertainable through inspection of Defendants' records.

66. **Adequacy of Representation.** The claims of Mr. Banks are typical of the claims of the CLASS PLAINTIFFS because Mr. Banks was employed by Defendants as a non-exempt employee in California during the Relevant Time Period. Mr. Banks will fairly and adequately represent and protect the interests of the members of the CLASS. Plaintiff has retained and is represented by counsel competent and experienced in complex multi-party litigation, including wage and hour class actions.

67. **Manageability.** Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action, and the class action method will confer substantial benefits to Plaintiff, members of the CLASS and this Court.

68. **Superiority.** The questions of law and fact common to Plaintiffs predominate over questions affecting the individual class members such that the nature of this action and the nature of laws available to Plaintiffs make use of the class action format the superior and appropriate procedure to afford relief for the wrongs alleged.

**FIRST CAUSE OF ACTION**  
**FOR FAILURE TO PAY MINIMUM WAGES IN**  
**VIOLATION OF LABOR CODE §§ 1194, 1194.2, 1197,**  
**WAGE ORDER NO. 5 OF THE IWC**  
**BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE DEFENDANTS**

69. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs and incorporate it into this cause of action as if it was fully alleged herein.

70. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order number 5, codified at California Code of Regulations, title 8, section 11160, subdivision 4.

71. Pursuant to IWC Wage Order number 5 at all times material hereto, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

72. During the liability period, Plaintiffs were suffered, permitted and required, to perform work "off-the-clock," for which they received no pay, including work before their shifts and after their shifts and during unpaid rest periods.

73. During the liability period, under the provisions of IWC Wage Order No. 5, Plaintiffs should have received not less than the minimum wage in a sum according to proof for the time worked, but not compensated.

74. For all time that Plaintiffs worked and received no pay, they are entitled to not less than the California minimum wage and, pursuant to Labor Code section 1194.2, subdivision (a), liquidated damages in an amount equal to the unpaid minimum wages and interest thereon. Pursuant to Labor Code section 1194, Plaintiffs are also entitled to their attorneys' fees, costs and interest according to proof.

**SECOND CAUSE OF ACTION**  
**FOR FAILURE TO FURNISH WAGE AND HOUR STATEMENTS**  
**(LABOR CODE §§ 226 AND 226.3)**  
**BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE DEFENDANTS**

75. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs and incorporate it into this cause of action as if it was fully alleged herein.

76. Defendants failed to provide Plaintiffs with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing him, all applicable hourly rates in effect during each pay period, and the corresponding number of hours worked at each hourly rate.

77. Defendants are liable for statutory penalties and civil penalties pursuant to Labor Code §§ 226, 226.3, and 558 and the other applicable laws and regulations.

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**THIRD CAUSE OF ACTION**  
**FOR FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**  
**(LABOR CODE §§ 226, 1174 AND 1174.5)**  
**BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE DEFENDANTS**

78. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs and incorporate it into this cause of action as if it was fully alleged herein.

79. Defendants failed to maintain complete and accurate payroll records for Plaintiffs, showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing them, all applicable hourly rates in effect during each pay period, and the corresponding number of hours worked by Plaintiffs at each hourly rate, and Defendants are therefore not able to furnish to the commission said documents and/or information.

80. Defendants are liable for statutory and civil penalties pursuant to Labor Code §§ 1174.5, 558 and other applicable laws and regulations.

**FOURTH CAUSE OF ACTION**  
**FOR FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**  
**(LABOR CODE § 226.7)**  
**BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE DEFENDANTS**

81. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs and incorporate it into this cause of action as if it was fully alleged herein.

82. Plaintiffs regularly worked shifts greater than five (5) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing them with a meal period of not less than thirty (30) minutes.

83. Plaintiffs also worked shifts greater than ten (10) hours. Pursuant to Labor Code § 512, an employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

84. Defendants failed to provide Plaintiffs with meal periods as required under the Labor Code. As discussed above, Plaintiffs were required to work through their alleged meal periods, without pay, all in violation of Labor Code and applicable Wage Orders. Moreover, Defendants failed to compensate Plaintiffs for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

1 85. Therefore, pursuant to Labor Code § 226.7, Plaintiffs are entitled to damages in an  
2 amount equal to one (1) hour of wages at their effective hourly rate of pay for each meal period not  
3 provided or deficiently provided, a sum to be proven at trial.

4 86. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor  
5 Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less  
6 than ten (10) minutes for each consecutive four (4) hour shift.

7 87. Defendants failed to provide Plaintiffs with timely rest breaks of not less than ten (10)  
8 minutes for each consecutive four (4) hour shift.

9 88. Moreover, Defendants did not compensate Plaintiffs with an additional hour of pay at  
10 their effective hourly rate for each day that Defendants failed to provide adequate rest breaks, as  
11 required under Labor Code § 226.7.

12 89. Therefore, pursuant to Labor Code § 226.7, Plaintiffs are entitled to damages in an  
13 amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked  
14 without the required rest breaks, a sum to be proven at trial.

15 **FIFTH CAUSE OF ACTION**  
16 **FOR FAILURE TO PAY WAGES IN A TIMELY MANNER**  
17 **(LABOR CODE §§ 204 ET SEQ. AND 206 ET SEQ.)**  
18 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE DEFENDANTS**

19 90. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs  
20 and incorporate it into this cause of action as if it was fully alleged herein.

21 91. At all times relevant, Defendants routinely failed, without justification, and refused to  
22 provide Plaintiffs with timely wages or pay as required Labor Code Section 204 et seq. and other  
23 applicable laws and regulations.

24 92. As a direct and proximate result of Defendants' failure and refusal to pay Plaintiffs  
25 timely, Plaintiffs are entitled to recover such amounts, plus interest thereon, attorney's fees and costs,  
26 including treble damages pursuant to Labor Code Sec. 206 et seq.

27 93. Based on Defendants' conduct as alleged herein, Defendants are liable for up to 30  
28 days of pay for a waiting time penalty, statutory penalties and civil penalties pursuant to the Labor  
Code and other applicable laws and regulations.

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**SIXTH CAUSE OF ACTION**  
**FOR FAILURE TO PAY OVERTIME COMPENSATION**  
**(LABOR CODE §§ 510 AND 1194)**  
**BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE**  
**DEFENDANTS**

94. CLASS PLAINTIFFS incorporate by reference and reallege the preceding paragraphs, inclusive, as though set forth fully herein.

95. Defendants routinely required Plaintiffs to work more than eight hours per day. Defendants routinely required Plaintiffs to work more than forty hours per week. Defendants failed and refused to pay Plaintiffs the overtime compensation required by the Labor Code and other applicable laws and regulations.

96. Plaintiffs have been deprived of their rightfully earned and legally required overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

97. Based on Defendants' conduct as alleged herein, Defendants are liable for civil penalties pursuant to Labor Code § 558 and other applicable provisions of the Labor Code and other applicable laws and regulations.

**SEVENTH CAUSE OF ACTION**  
**FOR WAITING TIME PENALTIES**  
**(LABOR CODE §§ 201 THROUGH 203)**  
**BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND ALL DOE DEFENDANTS**

98. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs and incorporate it into this cause of action as if it was fully alleged herein.

99. Defendants willfully failed to pay Plaintiffs accrued wages and other compensation due to them at the time of their pre-scheduled termination or within seventy-two (72) hours of their resignation.

100. Defendants are liable for statutory and civil waiting time penalties of up to 30 days of pay pursuant to Labor Code §§ 201, 202, 203 and other applicable laws and regulations.

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**SEVENTH CAUSE OF ACTION**  
**FOR UNFAIR COMPETITION**  
**(BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.)**  
**BY ALL PLAINTIFFS AGAINST DEFENDANT UNIVERSAL AND ALL DOE**  
**DEFENDANTS**

101. CLASS PLAINTIFFS incorporate by reference and reallege the preceding paragraphs, inclusive, as though set forth fully herein.

102. Plaintiffs, on behalf of themselves, Employees, and the general public, bring this claim pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of valid California law and specifically Code of Civil Procedure § 1021.5.

103. Plaintiffs are “person(s)” within the meaning of Business & Professions Code § 17204, have suffered injuries, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

104. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business practices.

105. Minimum wage laws, overtime laws, and meal and rest break laws express fundamental public policies. Complying with minimum labor standards is fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

106. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

107. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 et seq.

108. Defendants, by engaging in the conduct herein alleged, by failing to pay wages, provide meal periods, etc., either knew or in the exercise of reasonable care should have known that its conduct was unlawful; therefore its conduct violates the Business & Professions Code § 17200 et seq.

109. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

110. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

**TWELVTH CAUSE OF ACTION**  
**RECOVERY FOR CIVIL PENALTIES UNDER THE LABOR CODE**  
**PRIVATE ATTORNEY GENERAL ACT**  
**(LABOR CODE §§ 2698, 2699 ET SEQ.)**  
**BY ALL PLAINTIFFS AGAINST DEFENDANT UNIVERSAL AND ALL DOE**  
**DEFENDANTS**

111. CLASS PLAINTIFFS re-allege the information set forth in the preceding paragraphs and incorporate it into this cause of action as if it was fully alleged herein.

112. As alleged herein, Defendants have repeatedly committed several types of Labor Code violations against Plaintiff.

113. Plaintiff, as an "aggrieved employee" within the meaning of California Labor Code Section 2699(c), acting on behalf of himself and the State of California's Labor and Workforce Development Agency, bring this action to recover the civil penalties provided for under the California Labor Code Private Attorney General Act of 2004 ("PAGA"), including, but not limited to, the penalties provided under California Labor Code Sections 210, 225.5, 226.3, 558, 1197.1, and 2699, subdivisions (a) and (f), for the following knowing and intentional Labor Code violations:

- 1 A. Failing and/or refusing to pay Plaintiff all earned overtime compensation for work  
2 beyond 8 hours in a day and/or 40 hours in a week, in violation of California Labor  
3 Code Section 1197 and IWC and IWC Wage Order 15 (*see Cal. Lab. Code §§ 558 &*  
4 *2699(a)*);
- 5 B. Failing and/or refusing to pay Plaintiff the legally-mandated minimum wage for each  
6 hour worked beyond 8 hours in a day and/or 40 hours in a week, in violation of  
7 California Labor Code section 1197 and Wage Order 15, (*see Cal. Lab. Code §§*  
8 *1197.1 & 2699(a)*);
- 9 C. Failing and/or refusing to pay all wages earned by Plaintiff within the time limits  
10 prescribed by California Labor Code section 204, (*see Cal. Lab. Code §§ 210 &*  
11 *2699(a)*);
- 12 D. Failing and/or refusing to pay all wages earned by Plaintiff within the time limits  
13 prescribed by California Labor Code section 204, (*see Cal. Lab. Code §§ 558 &*  
14 *2699(a)*);
- 15 E. Unlawfully withholding accrued wages owed to Plaintiff, in violation of California  
16 Labor Code section 216, (*see Cal. Lab. Code §§ 225.5 & 2699(a)*);
- 17 F. Failing and/or refusing to properly maintain records of, and furnish to Plaintiff,  
18 accurate, itemized wage statements, in violation of California Labor Code section 226,  
19 (*see Cal. Lab. Code §§ 226.3 & 2699(a)*);
- 20 G. Willfully misclassifying Plaintiff and other aggrieved employees as independent  
21 contractors in violation of California Labor Code section 226.8 (*see Cal. Lab. Code §*  
22 *226.9(a)*);
- 23 H. Failing and/or refusing to indemnify and/or reimburse all necessary expenditures or  
24 losses incurred by Aggrieved Employees in direct consequence of the discharge of  
25 their work-related duties, in violation of California Labor Code section 2802, (*see Cal.*  
26 *Lab. Code §§ 2802 & 2699(a)*);
- 27 I. Terminating Plaintiffs in violation of Labor Code section 1102.5; and
- 28 J. Other violations of the Labor Code as may be disclosed in discovery.

1           114. On December 28, 2023, a letter was sent by certified mail to Defendants and to the  
2 California Labor and Workforce Development Agency, (hereafter, “LWDA”), giving notice of  
3 Defendants’ violations of the California Labor Code, and of Plaintiff’s intent to bring a civil claim  
4 for civil penalties under PAGA. The LWDA did not respond to Plaintiff’s letter within 65 days.

5           115. Plaintiff was compelled to retain the services of counsel to file this court action to  
6 protect her interest, and to assess and collect the civil penalties owed by Defendants. Plaintiff has  
7 thereby incurred attorneys’ fees and costs, which she is entitled to recover under Labor Code § 2699.

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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff hereby prays that the Court enter judgment in his favor and against Defendants, and each of them, in an amount no less than \$1,000,000.00, as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress, physical injury related to emotional distress and loss of earning capacity;

2. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter;

3. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and condemning Defendants' retaliatory practices;

4. For injunctive relief barring Defendants' employment policies and practices adverse to those who make a complaint of illegal employment activity in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

5. For "civil penalties" to the extent permitted by law and Labor Code §§ 2698 and Section 2699 et seq.;

6. For costs of suit, attorneys' fees, and expert witness fees pursuant;

7. For post-judgment interest; and

8. For any other relief that is just and proper.

DATED: March 4, 2024,

**EMPLOYEES FIRST LABOR LAW**

By:   
Jonathan P. LaCour, Esq.  
Lisa Noveck, Esq.  
Jameson Evans, Esq.  
Amanda M. Thompson, Esq.  
*Attorneys for Plaintiff, Marquis Banks, on  
behalf of himself, Aggrieved Employees, and  
all others similarly situated*

**JURY TRIAL DEMAND**

Plaintiff demands trial of all issues by jury.

DATED: March 4, 2024,

**EMPLOYEES FIRST LABOR LAW**

By: \_\_\_\_\_



Jonathan P. LaCour, Esq.

Lisa Noveck, Esq.

Jameson Evans, Esq.

Amanda M. Thompson, Esq.

*Attorneys for Plaintiff, Marquis Banks, on  
behalf of himself, Aggrieved Employees, and  
all others similarly situated*