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County of Alameda

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By: Damaree Franklin,
Deputy Clerk

S. Emi Minne (SBN 253179)

emi@parkerminne.com

Jill J. Parker (SBN 274230)

jill@parkerminne.com

PARKER & MINNE, LLP

700 South Flower Street, Suite 1000

Los Angeles, California 90017

Telephone: (310) 882-6833 / Fax: (310) 889-0822

Benjamin Smith (SBN 266712)

benjy@thesmithlawcorp.com

SMITH LAW

8605 Santa Monica Boulevard

PMB 97638

West Hollywood, California 90069

Telephone: (818) 839-9700 / Fax: (818) 824-4975

Attorneys for Plaintiff DESHON WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DESHON WILLIAMS, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

VELO3D, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **24CV070396**

**CLASS ACTION AND REPRESENTATIVE
ACTION COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff DESHON WILLIAMS (“Plaintiff”), individually and on behalf of other members of
2 the general public similarly situated, and as a private attorney general, based upon facts that either
3 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants VELO3D, INC. and DOES 1
7 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California Labor Code
8 violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay
9 overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements,
11 failure to maintain accurate time and payroll records, and failure to reimburse necessary business-
12 related expenses.

13 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf
14 of himself and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 18, below) pursuant
16 to California Code of Civil Procedure section 382. The monetary damages and restitution sought by
17 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established
18 according to proof at trial.

19 3. Plaintiff’s Ninth Cause of Action is brought as a representative action pursuant to
20 California Labor Code section 2698, *et seq* on behalf of himself, the State of California, and all
21 individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt
22 employees at any time during the period from January 30, 2023 to final judgment (“Aggrieved
23 Employees”). Plaintiff is an aggrieved employee against whom one or more of the alleged violations
24 occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior
25 Court and will be established according to proof at trial.

26 4. The Court has jurisdiction over this action pursuant to the California Constitution,
27 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except
28 those given by statute to other courts. The statutes under which this action is brought do not specify

any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Alameda.

PARTIES

7. Plaintiff DESHON WILLIAMS is an individual residing in the State of California.

8. Defendant VELO3D, INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware, and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct. Plaintiff will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

10. Defendant VELO3D, INC. and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

11. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture, conspiracy, or alter ego relationship.

12. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Alameda, State of California, and (b) the employer of Plaintiff, the Class, and the Aggrieved

Employees consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

13. At all relevant times, Defendants, directly or indirectly, had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees, and controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants employers jointly liable under the statutory provisions set forth herein.

14. At all relevant times, Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s, the Class’s, and the Aggrieved Employees’ employment for them to be joint employers of Plaintiff, the Class, and the Aggrieved Employees.

15. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

16. Plaintiff is informed and believes, and based thereon alleges, that each of said Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings the First through Eighth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

18. The proposed class is defined as follows: All current and former non-exempt employees of Defendants who worked for Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class and who are citizens of the State of California (hereinafter referred to as the “Class” or “Class Members.”).

19. Plaintiff reserves the right to establish other subclasses as appropriate.

20. The Class is ascertainable and there is a well-defined community of interest in the

litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, which have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

21. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among

others, exist as to the members of the Class:

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;
- f. Whether Defendants failed to pay rest period premium wages to Class Members when they were not authorized and permitted to take legally compliant rest periods;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- h. Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;
- i. Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;
- j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- k. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs;
- l. Whether Defendants complied with wage reporting as required by the California Labor

Code, including section 226;

m. Whether Defendants' conduct was with malice, fraud or oppression;

n. Whether Defendants' conduct was willful or reckless;

o. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;

p. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

q. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

22. Defendants are a metal additive manufacturing company that specializes in producing high performance metal parts using 3D printing technology that is headquartered in Fremont, California.

23. Defendants employed Plaintiff to work as a non-exempt process technician from approximately December 2022 to August 2023.

24. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

25. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

26. Throughout the time period involved in this case, Defendants have implemented policies and practices which at times failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely and duty-free meal periods. Defendants at times failed to relieve Plaintiff, the Class, and the Aggrieved Employees of all duties during their meal periods, failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods, and impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking

1 a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts
2 lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods
3 taken by Plaintiff, the Class, and the Aggrieved Employees.

4 27. Throughout the time period involved in this case, Defendants did not adequately inform
5 Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California
6 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
7 timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants'
8 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way
9 Plaintiff that at times prohibited them from taking timely and duty-free meal periods, and at times to
10 require Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for
11 which they were not compensated.

12 28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
13 the Class, and the Aggrieved Employees all premium wages for meal periods that were missed, late,
14 interrupted, or shortened in violation of California law. Defendants knew or should have known that
15 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment
16 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
17 and/or interrupted. Notwithstanding this knowledge, Defendants at times failed to provide legally
18 compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and failed to pay one
19 additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay
20 when a meal period was missed, short, late, and/or interrupted.

21 29. Throughout the time period involved in this case, Defendants have implemented
22 policies and practices which at times prohibited Plaintiff, the Class, and the Aggrieved Employees
23 from taking timely and duty-free rest periods. Defendants at times failed to provide, authorize, and
24 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
25 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted,
26 off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith
27 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

28 30. Throughout the time period involved in this case, Defendants did not adequately inform

1 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California
2 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
3 timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants'
4 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way
5 that at times prohibited them from taking timely and duty-free rest periods, and to at times require
6 Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

7 31. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
8 the Class, and the Aggrieved Employees all premium wages owed for rest periods that were missed,
9 late, interrupted, or shortened in violation of California law. Defendants knew or should have known
10 that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or
11 payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short,
12 late, and/or interrupted. Notwithstanding this knowledge, Defendants at times failed to authorize and
13 permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to
14 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular
15 rate of pay when a rest period was missed, short, late and/or interrupted.

16 32. Throughout the time period involved in this case, Defendants at times required Plaintiff,
17 the Class, and the Aggrieved Employees to perform work off the clock. Although Defendants
18 prohibited overtime, Defendants still required that Plaintiff, the Class, and the Aggrieved Employees
19 complete all of their assigned duties. To do so, Plaintiff, the Class, and the Aggrieved Employees were
20 at times required to perform work off the clock for which they were not compensated.

21 33. Throughout the time period involved in this case, Defendants implemented policies that
22 at times prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
23 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all
24 wages owed.

25 34. Throughout the time period involved in this case, Plaintiff, the Class, and the
26 Aggrieved Employees at times worked more than eight (8) hours in a day, and/or forty (40) hours in
27 a week.

28 35. Throughout the time period involved in this case, Defendants at times failed to pay all

1 overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked
2 in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work week, or in
3 excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single work week.
4 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
5 entitled to receive certain wages for overtime compensation and that they were not receiving wages
6 for overtime compensation.

7 36. Throughout the time period involved in this case, Defendants at times failed to pay
8 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on
9 regular rates of pay correctly calculated to include all applicable remuneration.

10 37. Throughout the time period involved in this case, Defendants at times failed to pay
11 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
12 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
13 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
14 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
15 *alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage
16 pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform
17 work off the clock.

18 38. Throughout the time period involved in this case, Defendants regularly failed to pay
19 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
20 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
21 Employees were entitled to receive all wages owed to them upon termination within the time
22 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
23 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
24 including overtime compensation, minimum wages, and meal and rest period premiums, within any
25 time permissible under California Labor Code section 202.

26 39. Throughout the time period involved in this case, Defendants regularly failed to pay
27 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
28 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should

1 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
2 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
3 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
4 period premiums.

5 40. Throughout the time period involved in this case, Defendants regularly failed to
6 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees.
7 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
8 entitled to receive complete and accurate wage statements in accordance with California law, but, in
9 fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies
10 included, *inter alia*, the failure to include the total number of hours worked and the actual gross wages
11 earned.

12 41. Throughout the time period involved in this case, Defendants regularly failed to keep
13 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
14 Defendants knew or should have known that Defendants were required to keep complete and accurate
15 payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California
16 law, but, in fact, did not keep complete and accurate payroll records.

17 42. Throughout the time period involved in this case, Defendants regularly failed to
18 maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work
19 periods, meal periods, total daily hours, and hours per pay period.

20 43. Throughout the time period involved in this case, Defendants failed to reimburse
21 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
22 including but not limited to expenses associated with use of their personal vehicles for work-related
23 purposes. Defendants knew or should have known that Defendants were required to reimburse
24 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and
25 costs, but, in fact, failed to do so in violation of California law.

26 44. Throughout the time period involved in this case, Defendants knew or should have
27 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant
28 to California law. Defendants had the financial ability to pay such compensation, but willfully,

1 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the
2 Aggrieved Employees that they paid all wages owed to them, to increase Defendants' profits.

3 45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
4 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
5 her] under this article."

6 **FIRST CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 510 and 1198)**

8 **(Against All Defendants)**

9 46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
10 allegation set forth above.

11 47. California Labor Code section 1198 and the applicable Industrial Welfare Commission
12 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a
13 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 48. Specifically, the applicable IWC Wage Order provides that Defendants are and were
16 required to pay Plaintiff and the other Class Members employed by Defendants, and working more
17 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-
18 half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 49. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate
22 of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess
23 of eight (8) hours on the seventh day of work in a workweek.

24 50. California Labor Code section 510 codifies the right to overtime compensation at one-
25 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
26 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
27 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
28 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

51. During the relevant time period, Plaintiff and the other Class Members at times worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

52. During the relevant time period, Defendants intentionally and willfully failed to pay all overtime wages owed to Plaintiff and the other Class Members.

53. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

54. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

56. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

57. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

59. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not

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

4 60. During the relevant time period, Plaintiff and the other Class Members who were
5 scheduled to work for a period of time longer than five (5) hours, and who did not waive their legally-
6 mandated meal periods by mutual consent, were at times required to work for periods longer than five
7 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

8 61. During the relevant time period, Plaintiff and the other Class Members who were
9 scheduled to work for a period of time in excess of ten (10) hours were at times required to work for
10 periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty
11 (30) minutes.

12 62. During the relevant time period, Defendants intentionally and willfully required
13 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were
14 late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full
15 meal period premium for missed, shortened, late, or interrupted meal periods.

16 63. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
17 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

18 64. Defendants' conduct violates the applicable IWC Wage Order and California Labor
19 Code sections 226.7 and 512(a).

20 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
22 hour of pay at the employee's regular rate of compensation for each workday that the meal period was
23 not provided. Plaintiff is also entitled to attorneys' fees and costs.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of California Labor Code § 226.7)**

26 **(Against All Defendants)**

27 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
28 allegation set forth above.

1 67. At all times herein set forth, the applicable IWC Wage Order and California Labor
2 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
3 Defendants.

4 68. At all relevant times, California Labor Code section 226.7 provides that no employer
5 shall require an employee to work during any rest period mandated by an applicable order of the
6 California IWC.

7 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
8 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
9 the middle of each work period" and that the "rest period time shall be based on the total hours worked
10 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
11 total daily work time is less than three and one-half (3.5) hours."

12 70. During the relevant time period, Defendants at times required Plaintiff and other Class
13 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
14 period per each four (4) hour period worked.

15 71. During the relevant time period, Defendants at times willfully required Plaintiff and
16 the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
17 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
18 Members to take uninterrupted, duty-free rest breaks.

19 72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
20 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
21 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
22 Members from taking uninterrupted rest periods.

23 73. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
24 section 226.7.

25 74. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
27 hour of pay at the employees' regular hourly rate of compensation for each workday that the rest
28 period was not provided. Plaintiff is also entitled to attorneys' fees and costs.

1
2 **FOURTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

4 **(Against All Defendants)**

5 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
6 allegation set forth above.

7 76. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
8 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
9 so fixed is unlawful.

10 77. During the relevant time period, Defendants at times failed to pay minimum wage to
11 Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194,
12 1197, and 1197.1.

13 78. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage
14 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
15 sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their
16 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages
17 in an amount equal to the wages unlawfully unpaid and interest thereon.

18 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
19 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
20 unpaid and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201, 202, 203)**

23 **(Against All Defendants)**

24 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
25 allegation set forth above.

26 81. At all relevant times herein set forth, California Labor Code sections 201 and 202
27 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and if an employee quits his or her employment, his or

1 her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
2 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
3 employee is entitled to his or her wages at the time of quitting.

4 82. During the relevant time period, the employment of Plaintiff and many other Class
5 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
6 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed
7 by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages,
8 straight time wages, overtime wages, meal period premiums, and rest period premiums, within
9 seventy-two (72) hours of their leaving Defendants' employ.

10 83. Defendants' failure to pay Plaintiff and other Class Members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
12 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

13 84. California Labor Code section 203 provides that if an employer willfully fails to pay
14 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
15 as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but
16 the wages shall not continue for more than thirty (30) days.

17 85. Plaintiff and other Class Members who are no longer employed by Defendants are
18 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up
19 to a thirty (30) day maximum pursuant to California Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226(a))**

22 **(Against All Defendants)**

23 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
24 allegation set forth above.

25 87. At all material times set forth herein, California Labor Code section 226(a) provides
26 that every employer shall furnish each of his or her employees an accurate itemized statement in
27 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
28 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)

1 all deductions, provided that all deductions made on written orders of the employee may be aggregated
2 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
3 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
4 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
5 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
6 The deductions made from payments of wages shall be recorded in ink or other indelible form,
7 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
8 deductions shall be kept on file by the employer for at least three years at the place of employment or
9 at a central location within the State of California.

10 88. Defendants have intentionally and willfully failed to provide Plaintiff and the Class
11 with complete and accurate wage statements. The deficiencies include, but are not limited to, the
12 failure to list the total number of hours worked and the actual gross wages earned

13 89. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff
14 and the Class have suffered injury and damage to their statutorily-protected rights.

15 90. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
16 and willful violation of California Labor Code section 226(a) because they were denied both their
17 legal right to receive, and their protected interest in receiving, accurate and itemized wage statements
18 pursuant to California Labor Code section 226(a).

19 91. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
20 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an
21 aggregate penalty not exceeding four thousand dollars per employee.

22 92. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
23 this section, pursuant to California Labor Code section 226(g).

24 **SEVENTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 2800 and 2802)**

26 **(Against All Defendants)**

27 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
28 allegation set forth above.

94. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

95. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

96. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

98. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

99. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

100. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying

1 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
2 Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work
3 through their meal and rest periods without paying them proper compensation violate California Labor
4 Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay
5 wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

6 101. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,
7 1197.1, 510, 1174(d), 2800, and 2802.

8 102. As a result of the herein described violations of California law, Defendants unlawfully
9 gained an unfair advantage over other businesses.

10 103. Plaintiff and the Class have personally been injured by Defendants' unlawful business
11 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
12 property.

13 104. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff
14 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
15 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
16 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award
17 of costs.

18 **NINTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 2699, Et Seq.)**

20 **(Against All Defendants)**

21 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
22 allegation set forth above.

23 106. Plaintiff brings his ninth cause of action as a representative action on behalf of himself
24 and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
25 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

26 107. PAGA specifically provides for a private right of action to recover civil penalties for
27 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
28 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
2 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
3 brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

5 108. Plaintiff was employed by Defendants and the Labor Code violations alleged above
6 were committed against him during his time of employment. Plaintiff is therefore an “aggrieved
7 employee” under PAGA.

8 109. As set forth in detail above, during all times relevant to this Action, Defendants have
9 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
10 by:

- 11 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
12 compensation in violation of Labor Code §§ 1194, 1197, and 1198 *et seq.*
- 13 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
14 compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*
- 15 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
16 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
17 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
18 and 512.
- 19 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
20 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
21 additional hour of premium pay for rest period violations in violation of Labor Code §
22 226.7.
- 23 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of
24 their employment in violation of Labor Code §§ 201 and 202.
- 25 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
26 employment in violation of Labor Code § 204.
- 27 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
28 itemized wage statements in violation of Labor Code § 226.

1 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
2 work periods, meal periods, total daily hours, hours per pay period, and total wages
3 and compensation in violation of Labor Code § 1174(d) and the applicable IWC Wage
4 Order.

5 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
6 related expenses in violation of Labor Code §§ 2800 and 2802.

7 110. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
8 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
9 recover penalties against Defendants for the Labor Code violations described above, including
10 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and
11 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and sums
12 as provided by the California Labor Code and/or other statutes. The exact amount of the applicable
13 penalties, in all, is in an amount to be shown according to proof at trial.

14 111. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3.
15 On January 16, 2024 Plaintiff, through his counsel of record, by online filing with the Labor and
16 Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
17 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that
18 Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s
19 intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under
20 Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed
21 since the mailing of Plaintiff’s January 16, 2024 notice, and the Labor and Workforce Development
22 Agency has not indicated that it intends to investigate the violations discussed in the notice.
23 Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other
24 Aggrieved Employees pursuant to Labor Code § 2699.3.

25 112. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed
27 by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to
28 Labor Code § 2699(g)(1), and any other applicable statute.

113. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 218.5; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 218.5; and

23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

25. For general unpaid wages and such general and special damages as may be appropriate;

26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

27. For pre-judgment interest on any unpaid compensation from the date such amounts

1 were due;

2 28. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
3 Labor Code section 1194(a);

4 29. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 30. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 31. That the Court declare, adjudge and decree that Defendants violated California Labor
8 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
9 termination of the employment of Plaintiff and other Class Members;

10 32. For all actual, consequential, and incidental losses and damages, according to proof;

11 33. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
12 and other Class Members who have left Defendants' employ;

13 34. For pre-judgment interest on any unpaid compensation from the date such amounts
14 were due; and

15 35. For such other and further relief as the Court may deem just and proper.

16 **As to the Sixth Cause of Action**

17 36. That the Court declare, adjudge and decree that Defendants violated the record keeping
18 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
19 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

20 37. For actual, consequential and incidental losses and damages, according to proof;

21 38. For statutory penalties pursuant to California Labor Code section 226(e); and

22 39. For such other and further relief as the Court may deem just and proper.

23 **As to the Seventh Cause of Action**

24 40. That the Court declare, adjudge and decree that Defendants violated California Labor
25 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary
26 business-related expenses as required by California Labor Code sections 2800 and 2802;

27 41. For actual, consequential and incidental losses and damages, according to proof;

28 42. For the imposition of civil penalties and/or statutory penalties;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

46. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

47. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

49. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

50. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

51. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

52. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

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

Dated: April 4, 2024

PARKER & MINNE, LLP

By: _____



S. Emi Minne

Attorneys for Plaintiff DESHON WILLIAMS

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: April 4, 2024

PARKER & MINNE, LLP

By: _____



S. Emi Minne

Attorneys for Plaintiff DESHON WILLIAMS