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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MICHAEL JONES, an individual, and in his
representative capacity on behalf of the State of
California and other AGGRIEVED
EMPLOYEES,

Plaintiff,

vs.

DADSON LAUNDRY, INC., a California
corporation, DADSON WASHER SERVICE,
INC., a California corporation, DADSON
WASHER SERVICE, LLC, a limited liability
company, and DOES 1-25

Defendants.

Case No. 24CV071563

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF MICHAEL JONES ("PLAINTIFF"), an individual, and in his representative
capacity on behalf of the State of California and other AGGRIEVED EMPLOYEES, defined below,
against DEFENDANT DADSON LAUNDRY, INC., DEFENDANT DADSON WASHER
SERVICE, INC., DEFENDANT DADSON WASHER SERVICE, LLC, and DOES 1-25
("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for
his own acts and knowledge which are based on personal knowledge, the following:

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Superior Court of California,
County of Alameda
04/11/2024 at 03:17:48 PM
By: Milagros Cortez,
Deputy Clerk

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I. INTRODUCTION

1. PLAINTIFF brings this action as an individual and in a representative capacity pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California and other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide all minimum wages;
- b. Failure to provide all overtime wages;
- c. Failure to provide rest periods;
- d. Failure to provide meal periods;
- e. Failure to reimburse business expenses;
- f. Failure to timely pay wages;
- g. Failure to provide accurate itemized wage statements.

4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of himself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

6. Plaintiff MICHAEL JONES(“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

1 7. Defendant DADSON LAUNDRY, INC., a California corporation, registered with
2 the California Secretary of State as file No. 585599, that at all relevant times mentioned herein
3 conducted and continues to conduct substantial and regular business throughout California.

4 8. Defendant DADSON WASHER SERVICE, INC., a California corporation,
5 registered with the California Secretary of State as file No. 5628827, that at all relevant times
6 mentioned herein conducted and continues to conduct substantial and regular business throughout
7 California.

8 9. Defendant DADSON WASHER SERVICE, LLC, a California limited liability
9 company, registered with the California Secretary of State as file No. 202356218812, that at all
10 relevant times mentioned herein conducted and continues to conduct substantial and regular
11 business throughout California.

12 10. Defendant DOES 1-25 (“Defendant DOES”) are persons and/or entities that at all
13 relevant times mentioned herein conducted and continue to conduct substantial and regular business
14 throughout California.

15 11. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
16 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
17 associate or otherwise of DEFENDANT DOES 1 through 25, inclusive, are presently unknown to
18 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
19 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
20 names and capacities of DOES 1 through 25, inclusive, when they are ascertained. PLAINTIFF is
21 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
22 named in this Complaint, including DOES 1 through 25, inclusive (hereinafter collectively
23 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
24 that proximately caused the injuries and damages hereinafter alleged.

25 12. DEFENDANTS own, operate, and/or manage a washer repair services company that
26 operates throughout the State of California.

27 13. DEFENDANTS have employed PLAINTIFF as a service technician since
28 approximately July 2023 through the date of this filing.

1 14. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

2 **III. JOINT EMPLOYER AND PAGA**

3 15. PLAINTIFF brings this action as an individual and as a representative action in his
4 representative capacity on behalf of the State of California and on behalf of all non-union, non-
5 exempt individuals who are or were paid on an hourly basis and employed by DEFENDANTS in
6 California who suffered one or more Labor Code violations enumerated in Labor Code §§ 2698 *et*
7 *seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for DEFENDANTS between
8 January 25, 2023, and the present (“PAGA PERIOD”).

9 16. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
10 § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged
11 Labor Code violations committed by DEFENDANTS.

12 17. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
13 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
14 and the applicable Industrial Welfare Commission Wage Order.

15 18. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
16 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
17 2699(a).)

18 19. Section 558 of the California Labor Code provides that “any employer *or other*
19 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
20 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
21 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

22 20. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
23 acting either individually or as an officer, agent, or employee of another person, who pays or causes
24 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
25 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

26 21. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
27 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
28 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558

1 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
2 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
3 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
4 Cal.App.4th 1112, 1145-1146.

5 22. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
6 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
7 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
8 caused the complaints, injuries, and damages alleged herein.

9 23. At all relevant times, each DEFENDANT, whether named or fictitious, was the
10 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
11 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
12 ratified the acts of the other.

13 24. Each DEFENDANT, whether named or fictitious, exercised control over
14 PLAINTIFF' wages, working hours, and/or working conditions.

15 25. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
16 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or
17 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

18 **IV. JURISDICTION AND VENUE**

19 26. This Court has jurisdiction over this Action pursuant to California Code of Civil
20 Procedure, Section 410.10.

21 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
23 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
24 this County, and (ii) committed the wrongful conduct herein alleged in this County against
25 PLAINTIFF.

26 **V. FACTUAL ALLEGATIONS**

27 **A. Rest Period Violations**

28 28. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess

1 of four (4) hours without being provided ten (10) minute rest periods as a result of the nature and
2 constraints of their job duties. Specifically, DEFENDANTS schedule PLAINTIFF and other
3 AGGRIEVED EMPLOYEES with back-to-back or large commercial installation and/or repair
4 services appointments leaving PLAINTIFF and other AGGRIEVED EMPLOYEES no opportunity
5 to take rest periods. DEFENDANTS demand PLAINTIFF and other AGGRIEVED EMPLOYEES
6 work faster to complete work and discourage these employees from taking any rest periods.

7 29. For these same reasons, PLANITIFF and other AGGRIEVED EMPLOYEES, were
8 required to work in excess of eight (8) hours or more, without being provided a second ten (10)
9 minute rest period.

10 30. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
11 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
12 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

13 31. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
14 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
15 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
16 employee's regular rate of compensation for each workday the rest period is not provided. During
17 the entirety of PLAINTIFF'S employment, DEFENDANTS required PLAINTIFF and other
18 AGGRIEVED EMPLOYEES to work through rest periods without paying them in accordance with
19 Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
20 their regular wages by working without compensation at the applicable wage and rates.
21 DEFENDANTS had, and may continue to practice, a uniform policy to not pay PLAINTIFF and
22 other AGGRIEVED EMPLOYEES all rest premiums owed.

23 B. Meal Period Violations

24 32. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
25 work during the meal break during what was scheduled to be PLAINTIFF'S and other
26 AGGRIEVED EMPLOYEES' off-duty meal break due to the nature and constraints of their job
27 duties, DEFENDANTS' understaffing, and DEFENDANTS' policies and practices.

28 33. PLAINTIFF and other AGGRIEVED EMPLOYEES were required by

1 DEFENDANTS to either postpone or skip their meal period(s), due to DEFENDANTS' policies
2 and scheduling practices. DEFENDANTS discouraged and did not provide PLAINTIFF and other
3 AGGRIEVED EMPLOYEES with an opportunity to take a meal period.

4 34. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
5 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFF and other
6 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
7 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
8 employee's regular rate of compensation. DEFENDANTS required PLAINTIFF and other
9 AGGRIEVED EMPLOYEES to work during the meal period(s) during what was supposed to be
10 off-duty meal break. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited their
11 meal premiums without compensation at the applicable wage and rates. DEFENDANTS had, and
12 may continue to practice, a uniform policy to not pay PLAINTIFF and other AGGRIEVED
13 EMPLOYEES meal periods.

14 35. As a result of work requirements and DEFENDANTS' scheduling practices,
15 PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty
16 meal breaks and were not fully relieved of duty for their meal period. PLAINTIFF and other
17 AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANTS for
18 more than five (5) hours during some shifts without receiving a meal break. On occasion, when
19 DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work in excess of
20 ten (10) hours, DEFENDANTS failed to provide a second thirty (30) minute meal period. Further,
21 this second meal period was not waived by PLAINTIFF and other AGGRIEVED EMPLOYEES.
22 The nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES do not
23 qualify for limited and narrowly construed "on-duty" meal period exception. PLAINTIFF and other
24 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and
25 in accordance with DEFENDANTS' policies and practices.

26 C. Timekeeping Manipulation Resulting in Unpaid Minimum and Overtime Wages

27 36. During PLAINTIFF's employment and during the PAGA Period, DEFENDANTS,
28 did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other

1 AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and other AGGRIEVED worked each
2 day, including regular time, overtime, and meal breaks. Under information and belief, as a result,
3 DEFENDANTS were able to and did, unlawfully and unilaterally alter the time recorded in
4 DEFENDANTS' timekeeping system for PLAINTIFF and other AGGRIEVED EMPLOYEES to
5 avoid paying these employees for all hours worked, overtime wages, and applicable meal premiums
6 and rest premiums. DEFENDANTS failed to accurately track the actual hours worked by
7 PLAINTIFF and other AGGRIEVED EMPLOYEES. Instead, DEFENDANTS implemented
8 improper rounding practices which consequently underpaid PLAINTIFF and other AGGRIEVED
9 EMPLOYEES.

10 37. Specifically, in instances when PLAINTIFF was able to take DEFENDANTS' work
11 truck home and drive directly to his first assignment's location, instead of reporting to
12 DEFENDANTS' yard, DEFENDANTS informed PLAINTIFF they would deduct thirty (30)
13 minutes from PLAINTIFF'S timesheet to account for the drive time to his first location, rather than
14 accurately tracking and recording PLAINTIFF'S time.

15 38. DEFENDANTS manipulated PLAINTIFF and other AGGRIEVED EMPLOYEES'
16 timecards to show less time worked and complaint meal periods to avoid penalties or shorten the
17 amount of time worked by employees.

18 39. As a result of DEFENDANTS' practices, PLAINTIFF and other AGGRIEVED
19 EMPLOYEES, from time-to-time, forfeited time worked by working without their time being
20 accurately recorded and without compensation at the applicable pay rates.

21 40. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
22 them for all hours worked at DEFENDANTS' direction, control, and benefit. DEFENDANTS'
23 uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES wages
24 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
25 records and employee testimony.

26 41. DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to perform
27 off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
28 EMPLOYEES necessary wages for attending and performing work at DEFENDANTS' direction,

1 request, and benefit, while off-the clock. When PLAINTIFF and other AGGRIEVED
2 EMPLOYEES performed off-the-clock work, DEFENDANTS' managers verbally assured
3 employees their time would be accurately recorded and updated. However, throughout
4 PLAINTIFF'S and other AGGRIEVED EMPLOYEES employment, these hours were not
5 accurately recorded during the relevant pay period.

6 42. DEFENDANTS were able to track the amount of time PLAINTIFF and other
7 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
8 or pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
9 work they performed.

10 43. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
11 subject to the requirements of the California Labor Code.

12 44. DEFENDANTS' policies and practices deprived PLAINTIFF and other
13 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
14 the off-the-clock work activities.

15 45. DEFENDANTS knew or should have known that PLAINTIFF and other
16 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

17 46. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
18 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
19 did not maintain accurate payroll and timekeeping records.

20 D. Underpayment of Overtime Wages

21 47. DEFENDANTS' payroll practices do not accurately compensate PLAINTIFF and
22 other AGGRIEVED EMPLOYEES applicable overtime rates of one and one-half of the
23 employees' regular rate of pay for all hours worked in excess of eight (8) hours per day and in
24 excess of forty (40) hours per week.

25 48. PLAINTIFF and other AGGRIEVED EMPLOYEES are not subject to a valid or
26 adopted alternative workweek schedule which would exempt these employees from overtime
27 hours.

1 49. As a result, DEFENDANTS maintain payroll practices which do not accurately
2 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked in excess of
3 eight (8) hours per day or forty (40) hours per week.

4 50. To the extent minimum and/or overtime compensation is determined to be owed to
5 AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS' conduct also
6 violates Labor Code §§ 201 and/or 202, and therefore these employees would also be entitled to
7 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
8 these AGGRIEVED EMPLOYEES. DEFENDANTS' conduct, as alleged herein, was willful,
9 intentional, and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory
10 costs.

11 E. Unreimbursed Business Expenses

12 51. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
13 EMPLOYEES for expenses incurred in direct consequence of discharging work duties.

14 52. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
15 use personal cell phones to discharge work duties but failed to reimburse PLAINTIFF and other
16 AGGRIEVED EMPLOYEES for use and cost of their cell phones. Specifically, PLAINTIFF and
17 other AGGRIEVED EMPLOYEES must use personal cell phones to clear certain error codes on the
18 machines they service. DEFENDANTS know the phone provided by the company is unable to
19 perform this task and thus demand PLAINTIFF and other AGGRIEVED EMPLOYEES to use
20 personal cell phones to discharge their work duties.

21 53. Additionally, DEFENDANTS require PLAINTIFF and other AGGRIEVED
22 EMPLOYEES to purchase their own tools to perform their tasks. DEFENDANTS do not provide
23 all tools required to install, repair, and replace the machines and require PLAINTIFF and other
24 AGGRIEVED EMPLOYEES to incur the costs of such tools in the performance of their work.
25 DEFENDANTS verbally assured PLAINTIFF he would receive reimburse and then failed to do so.

26 54. DEFENDANTS did not provide PLAINTIFF or other AGGRIEVED EMPLOYEES
27 with a designated work phone that can perform all required tasks, nor did DEFENDANTS reimburse
28 PLAINTIFF or other AGGRIEVED EMPLOYEES for use of personal cell phone.

1 55. DEFENDANTS additionally failed to provide PLAINTIFF and other AGGRIEVED
2 EMPLOYEES with adequate tools, parts, and materials, nor did DEFENDANTS reimburse
3 PLAINTIFF or other AGGRIEVED EMPLOYEES for use of the purchase of tools, parts, and
4 materials.

5 F. Inaccurate Itemized Wage Statements

6 56. California Labor Code Section 226 requires an employer to furnish its employees an
7 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
8 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
9 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
10 employee and only the last four digits of the employee's social security number or an employee
11 identification number other than a social security number, (8) the name and address of the legal
12 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate by the employee

14 57. During PLAINTIFF'S employment and during the PAGA period, PLAINTIFF and
15 other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums and were not paid
16 for all hours worked DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED
17 EMPLOYEES with complete and accurate wage statements. Additionally, DEFENDANTS' wage
18 statements fail to show, penalty payments for missed meal and rest periods and the name and address
19 of the legal entity that is the employer.

20 58. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
21 and provide wage statements that comply with Cal. Lab. Code § 226.

22 59. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
23 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
24 from the wage statement alone the applicable hourly rate and the corresponding number of hours
25 worked at the applicable hourly rate for this remuneration.

26 60. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
27 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
28 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error

1 due to clerical or inadvertent mistake.

2 G. Violations for Untimely Payment of Wages

3 61. Pursuant to California Labor Code section 204, PLAINTIFF and other
4 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
5 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
6 all wages, including, but not limited to, overtime wages, minimum wages, meal period premium
7 wages, and rest period premium wages within permissible time period and on days designated in
8 advance by the employer as regular payday.

9 62. To the extent minimum wage compensation is determined to be owed to other
10 AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS' conduct also
11 violates Labor Code §§ 201 and/or 202, and therefore these employees are also entitled to waiting
12 time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of the other
13 AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional,
14 and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

15 H. Defendant Fraud and/or Misrepresentations

16 63. DEFENDANTS misrepresented the benefits of its position during PLAINTIFF'S
17 interview process. Specifically, DEFENDANTS represented and advertised the service technician
18 position included benefits such as a 401k plan with employer match, dental insurance, health
19 insurance, health insurance, and life insurance.

20 64. PLAINTIFF relied on such representations to accept his position with
21 DEFENDANTS.

22 65. To date, DEFENDANTS have failed to provide PLAINTIFF with any of the
23 promised and advertised benefits and fail to provide an answer to PLAINTIFF when he asks about
24 enrollment in such programs.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 For Failure to Pay Minimum Wages
4 (Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1)
(Plaintiff Against All DEFENDANTS)

5 66. PLAINTIFF incorporates by reference and realleges as if fully stated herein each
6 and every allegation set forth above.

7 67. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
9 failure to accurately calculate and pay minimum wages to PLAINTIFF.

10 68. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
12 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
13 the unpaid minimum wages according to proof at trial.

14 69. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
15 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
16 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
17 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
18 Lab. Code § 1197.

19 70. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
20 without limitation, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to PLAINTIFF in regard to minimum wages.

22 71. In committing these violations of the California Labor Code, DEFENDANTS
23 inaccurately calculated the amount of time worked and consequently underpaid the actual time
24 worked by PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all
25 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
26 Commission requirements and other applicable laws and regulations.

27 72. PLAINTIFF was paid less for time worked than he was entitled to, constituting a
28 failure to pay all earned wages.

1 73. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
3 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which
4 are presently unknown to him, and which will be ascertained according to proof at trial.

5 74. DEFENDANTS knew or should have known that PLAINTIFF was under-
6 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
8 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
9 by refusing to pay PLAINTIFF the correct wages for their time worked.

10 75. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
11 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
12 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
13 due to PLAINTIFF.

14 76. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide them with the
16 requisite compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences
18 to him, and with the intent of depriving them of their property and legal rights, and otherwise causing
19 them injury in order to increase company profits at the expense of this employees.

20 77. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 **SECOND CAUSE OF ACTION**
24 For Failure to Provide Rest Periods
25 (Cal. Lab. Code §§ 226.7 & 512)
 (Plaintiff Against All DEFENDANTS)

26 78. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
27 every allegation set forth above.

28 79. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires

1 DEFENDANTS to provide employees all rest periods specified in the applicable Wage Order. These
2 laws and regulations further entitle employees to be paid one additional hour of pay at their regular
3 rate of compensation for each day of denied rest period.

4 80. PLAINTIFF was required to work in excess of four (4) hours without being provided
5 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest
6 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
7 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
8 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
9 lieu thereof.

10 81. As a result of the work schedules and staffing practices by DEFENDANTS,
11 PLAINTIFF was denied his proper rest periods by DEFENDANTS and DEFENDANTS' managers.

12 82. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
13 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
14 accordance with the applicable Wage Order, one additional hour of compensation at each
15 employee's regular rate of pay for each workday that rest period was not provided.

16 83. As a proximate result of the aforementioned violations, PLAINTIFF has been
17 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
18 penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 For Failure to Provide Required Meal Periods

21 (Cal. Lab. Code §§ 226.7& 512)

22 (Plaintiff Against All DEFENDANTS)

23 84. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
24 every allegation set forth above.

25 85. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
26 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
27 performed by PLAINTIFF does not prevent this employee from being relieved of all of their duties
28 for the legally required off-duty meal periods. As a result of DEFENDANTS' work schedules and
practices, PLAINTIFF was regularly not fully relieved of duty by DEFENDANTS for his meal

1 periods.

2 86. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
3 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
4 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
5 employee's regular rate of pay for each workday that a meal period was not provided.

6 87. As a proximate result of the aforementioned violations, has been damaged in an
7 amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses,
8 and costs of suit.

9 **FOURTH CAUSE OF ACTION**
10 **FOR FAILURE TO PAY WAGES WHEN DUE**
11 **(Cal. Lab. Code § 204, 210)**
(Plaintiff Against all Defendants)

12 88. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
13 every allegation set forth above.

14 89. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
15 by any person in any employment are due and payable twice during each calendar month, on days
16 designated in advance by the employer as the regular paydays."

17 90. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did
18 not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest
19 premiums, on regularly established paydays.

20 91. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
21 refused to perform their obligations to compensate their employees for all wages earned.

22 92. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
23 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
24 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
25 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
26 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
27 wages.
28

1 93. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
2 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
3 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
4 damage in amounts according to proof at trial.

5 **FIFTH CAUSE OF ACTION**

6 For Failure to Pay Overtime Compensation
7 (Cal. Lab. Code §§ 510, 1194, 1198 et seq.)
8 (Plaintiff Against All DEFENDANTS)

9 94. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
10 every allegation set forth above.

11 95. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
12 the California Labor Code and the Industrial Welfare Commission requirements for
13 DEFENDANTS' failure to pay PLAINTIFF for all overtime worked, including, work performed in
14 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

15 96. DEFENDANTS failed to pay PLAINTIFF necessary wages for attending and
16 performing work at DEFENDANTS' direction, request, and benefit, while off the clock.

17 97. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
18 policy, an employer must timely pay its employees for all hours worked.

19 98. Cal. Lab. Code § 510 further provides that employees in California shall not be
20 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
21 unless they receive additional compensation beyond their regular wages in amounts specified by
22 law.

23 99. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
24 including minimum wage and overtime compensation and interest thereon, together with the costs
25 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
26 than those fixed by the Industrial Welfare Commission is unlawful.

27 100. PLAINTIFF was required by DEFENDANTS to work for DEFENDANTS and were
28 not paid for all the time worked, including overtime but was not accurately paid for such hours.

 101. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,

1 without limitation, as a result of implementing a uniform policy and practice that failed to accurately
2 record overtime worked by PLAINTIFF.

3 102. DEFENDANTS denied accurate compensation to PLAINTIFF for overtime worked,
4 including, the overtime work performed in excess of eight (8) hours in a workday and/or forty (40)
5 hours in any workweek.

6 103. In committing these violations of the California Labor Code, DEFENDANTS
7 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
8 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
9 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 104. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF did not receive full compensation for overtime worked.

13 105. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
14 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF.
15 Further, PLAINTIFF was not subject to a valid collective bargaining agreement that would preclude
16 the causes of action contained herein in this Complaint. Rather, PLAINTIFF brings this Action
17 based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State
18 of California.

19 106. DEFENDANTS paid PLAINTIFF less overtime than he was entitled to, constituting
20 a failure to pay all earned wages. DEFENDANTS failed to accurately pay PLAINTIFF overtime
21 wages for the time worked which was in excess of the maximum hours permissible by law as
22 required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF was required to work,
23 and did in fact work overtime as to which DEFENDANTS failed to accurately record and pay as
24 witnessed by employees.

25 107. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
26 compensation to PLAINTIFF for all overtime worked, PLAINTIFF has suffered and will continue
27 to suffer an economic injury in amounts which are presently unknown to him, and which will be
28 ascertained according to proof at trial.

108. DEFENDANTS knew or should have known that PLAINTIFF was under-compensated for all overtime worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF for overtime worked.

109. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate PLAINTIFF for all overtime worked and provide him with the requisite overtime compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences to him, and with the intent of depriving him of his property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

110. PLAINTIFF therefore request recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate, Itemized Wage Statements
(Cal. Lab. Code §§ 226; 226.3; 1174.5)
(Plaintiff Against All DEFENDANTS)

111. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

112. Labor Code section 226 requires defendants to provide employees an accurate itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked

113. DEFENDANTS did not accurately record PLAINTIFF'S wages, off-the-clock work,

1 and missed meal and rest breaks. DEFENDANTS failed to provide an accurate wage statement in
2 writing that properly and accurately itemizes all wages, missed meal and rest periods, and employer
3 entity name to PLAINTIFF and thereby also failed to set forth the correct wages earned by the
4 employees.

5 114. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
6 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

7 115. By failing to keep adequate records, as required by Labor Code section 226 and 1174,
8 DEFENDANTS injured PLAINTIFF making it difficult for these employees to calculate the
9 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

10 116. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
11 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

12 **SEVENTH CAUSE OF ACTION**

13 For Failure to Reimburse Business Expenses

14 (Cal. Lab. Code §§ 2802)

15 (Plaintiff Against All DEFENDANTS)

16 117. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
17 every allegation set forth above.

18 118. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
19 indemnify PLAINTIFF for the expenses and losses incurred during the performance of his job
20 duties. The purpose of this statute is to prevent employers from passing their operating expenses on
21 to their employees.

22 92. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
23 PLAINTIFF for necessary business expenditures for use of his personal cell phone and purchase of
24 tools, materials, and parts.

25 93. DEFENDANTS sought to pad their own pockets at the expense of their employees,
26 and instead of compensating their employees for the necessary business costs, the employer passed
27 on its costs to its employees.

28 94. DEFENDANTS intentionally failed to reimburse its employees for the actual
expenses incurred and thereby increased its own profits to the detriment of its employees.

1 95. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
2 reasonable attorneys' fees, and costs, and statutory penalties as provided by the Labor Code in an
3 amount to be proven.

4 96. Interest accrues from the date the employee incurred the necessary expenditure or loss.

5 **EIGHTH CAUSE OF ACTION**

6 For Fraud

7 (Cal. Civ. Code §§ 1572)

8 (Plaintiff Against All DEFENDANTS)

9 97. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
every allegation set forth above.

10 98. DEFENDANTS represented and promised benefits with their company included
11 401(k) with employer matching, dental insurance, health insurance, and life insurance.

12 99. DEFENDANTS representations were false.

13 100. DEFENDANTS knowingly and intentionally made such promises and representations
14 with the intent to deceive PLAINTIFF into accepting his position with DEFENDANTS.

15 101. To date, DEFENDANTS have failed to provide such benefits to PLAINTIFF.

16 102. PLAINTIFF reasonably relied on these representations and promises to accept his
17 position with DEFENDANTS.

18 103. DEFENDANTS intended PLAINTIFF to rely on such representations to accept his
19 position with DEFENDANTS.

20 104. As a direct and proximate result of DEFENDANTS actions, PLAINTIFF has been
21 harmed in an amount to be proven at trial. DEFENDANTS actions were a substantial factor in
22 causing PLAINTIFF'S harm.

23 **NINTH CAUSE OF ACTION**

24 For Intentional Misrepresentation

25 (Cal. Civ. Code §§ 1709; 1572)

26 (Plaintiff Against All DEFENDANTS)

27 92. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
every allegation set forth above.

28 93. DEFENDANTS represented and promised benefits with Plaintiff's employment with

1 DEFENDANTS included 401(k) with employer matching, dental insurance, health insurance, and
2 life insurance.

3 94. DEFENDANTS representations were false. DEFENDANTS knew such
4 representations were false when they made it.

5 95. DEFENDANTS knowingly and intentionally made such promises and representations
6 with the intent to deceive PLAINTIFF into accepting his position with DEFENDANTS.

7 96. To date, DEFENDANTS have failed to provide such benefits to PLAINTIFF.

8 97. PLAINTIFF reasonably relied on these representations and promises to accept his
9 position with DEFENDANTS.

10 98. DEFENDANTS intended PLAINTIFF to rely on such representations to accept his
11 position with DEFENDANTS.

12 99. As a direct and proximate result of DEFENDANTS actions, PLAINTIFF has been
13 harmed in an amount to be proven at trial. DEFENDANTS actions were a substantial factor in
14 causing PLAINTIFF'S harm.

15 **TENTH CAUSE OF ACTION**

16 For Negligent Representation

17 (Cal. Civ. Code §§ 1710(2))

(Plaintiff Against All DEFENDANTS)

18 100. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
19 every allegation set forth above.

20 101. DEFENDANTS represented and promised benefits with their company included
21 401(k) with employer matching, dental insurance, health insurance, and life insurance.

22 102. DEFENDANTS representations were false.

23 103. DEFENDANTS made such representations with a reckless disregard for their truth.
24 DEFENDANTS had no reasonable grounds for believing such representations were true.

25 104. To date, DEFENDANTS have failed to provide such benefits to PLAINTIFF.

26 105. PLAINTIFF reasonably relied on these representations and promises to accept his
27 position with DEFENDANTS.

28 106. DEFENDANTS intended PLAINTIFF to rely on such representations to accept his

1 position with DEFENDANTS.

2 107. As a direct and proximate result of DEFENDANTS actions, PLAINTIFF has been
3 harmed in an amount to be proven at trial. DEFENDANTS actions were a substantial factor in
4 causing PLAINTIFF'S harm.

5 **ELEVENTH CAUSE OF ACTION**

6 For Breach of Contract
7 (Cal. Civ. Code §§ 1710(2))
(Plaintiff Against All DEFENDANTS)

8 92. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
9 every allegation set forth above.

10 93. DEFENDANTS offered, and PLAINTIFF accepted, an offer of employment which
11 included benefits with their company included 401(k) with employer matching, dental insurance,
12 health insurance, and life insurance.

13 94. PLAINTIFF performed all significant things that was required of him.

14 95. DEFENDANTS breach this contract by failing to provide PLAINTIFF any of the
15 promised benefits under his contract for employment until approximately February 2024.

16 96. As a direct and proximate result of DEFENDANTS actions and breach, PLAINTIFF
17 has been harmed in an amount to be proven at trial. DEFENDANTS actions were a substantial factor
18 in causing PLAINTIFF'S harm.

19 **TWELVETH CAUSE OF ACTION**

20 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)
21 (Plaintiff and Aggrieved Employees Against All DEFENDANTS)

22 97. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
23 reallege as if fully stated herein each and every allegation set forth above.

24 98. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
25 within the meaning of Labor Code section 2699, subdivision (c), on behalf of himself and all other
26 AGGRIEVED EMPLOYEES of DEFENDANTS, seek the recovery of civil penalties against
27 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
28 and intentional violations of the California Labor Code:

- a. For failing to pay all minimum wages in violation of Labor Code Sections 1194, 1194.2, 1197, and 1197.1;
- b. For failing to pay all overtime wages in violation of Labor Code Sections 510, 1194, and 1198;
- c. For failing to compensate employees who were not provided a rest period in violation of Labor Code Sections 226.7 and 512; and
- d. For failing to compensate employees who were not provided a meal period in violation of Labor Code Sections 226.7 and 512; and
- e. For failing to pay wages promptly or when due, in violation of Labor Code sections 204 and 210;
- f. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226, 226.3, 1174.5; and
- g. For failing to reimburse employees in violation of Labor Code section 2802; and
- h. For failing to pay AGGRIEVED EMPLOYEES wages upon termination in violation of Labor Code section 201 and 202 and 203.

99. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 512, 1194, 1194.2, 1197, 1197.1, 1174.5, 1199, 2802, and 2699, subdivisions (a) and (f).

100. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and severally, as follows:

1 1. On behalf of the PLAINTIFF:

2 A. Compensatory damages, according to proof at trial, including unpaid minimum
3 and/or overtime wages, due to PLAINTIFF plus interest thereon at the statutory rate;

4 B. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for
5 restitution of the sum's incidental to DEFENDANTS' violations due to PLAINTIFF;

6 C. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
7 applicable IWC Wage Order;

8 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
9 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
10 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
11 an award of costs for violation of Cal. Lab. Code § 226.

12 E. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

13 F. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
14 unpaid minimum wages according to proof at trial;

15 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

16 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
17 General Act of 2004;

18 2. On all claims:

19 A. An award of interest, including prejudgment interest at the legal rate;

20 B. Such other and further relief as the Court deems just and equitable; and

21 C. An award of penalties, attorneys' fees, and cost of suit, as allowable under the law.

22
23
24 DATED: April 11, 2024

Respectfully submitted,

EMRAN LAW FIRM

25
26 By: Harris Emran

Harris Emran, Esq.

27 Attorney for PLAINTIFF and OTHER
28 AGGRIEVED EMPLOYEES

DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: April 11, 2024

EMRAN LAW FIRM

By: Harris Emran
Harris Emran, Esq.
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES