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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MERCED

LUCIO MELCHOR TRINIDAD, individually and on behalf of all others similarly situated,

PLAINTIFF,

v.

AZEVEDO DAIRY, a California corporation; EUGENIO AZEVEDO, an individual; DEBBIE AZEVEDO, an individual; and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 24CV-01758
Assigned for all purposes to the Honorable Brian McCabe; Courtroom 8

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE §§ 226.7, 512)
3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
4) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1)
5) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
6) FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226)
7) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
8) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

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Plaintiff LUCIO MELCHOR TRINIDAD ("Plaintiff"), individually, and on behalf of others similarly situated (hereinafter "Class Members"), and as a private attorney general, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, complains and hereby alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants AZEVEDO DAIRY, a California corporation; EUGENIO AZEVEDO, an individual; DEBBIE AZEVEDO, an individual; and DOES 1 through 50, inclusive (hereinafter collectively referred to as "Defendants") for California Labor Code violations, unfair business practices, and monetary penalties stemming from Defendants' failure to pay overtime compensation, failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to pay minimum wages, failure to timely pay final wages, and failure to provide accurate and complete itemized wage statements.

2. Plaintiff's First through Seventh Causes of Action are brought as a class action on behalf of Plaintiff and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph 25, below) pursuant to Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's Eighth Cause of Action is brought as a representative action on behalf of Plaintiff and other current and former non-exempt employees of Defendants in the State of California at any time within the period beginning one (1) year prior to the date of Plaintiff's PAGA letter to the LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively referred to as "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq*. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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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 Merced.

PARTIES

7. Plaintiff is a resident of the State of California. At all times relevant to this action, Plaintiff was employed by Defendants as an hourly, non-exempt employee. During Plaintiff's employment, Plaintiff worked for Defendants as a full-time dairy farm worker / milker at Defendants' dairy farm in Patterson, California.

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

9. Plaintiff is informed and believes that Defendant AZEVEDO DAIRY owns and operates dairy farms in California.

10. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant EUGENIO AZEVEDO, an individual, is, and at all times relevant to this action was, a resident of the County of Merced, State of California.

11. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant EUGENIO AZEVEDO does business under the business name "EUGENIO AZEVEDO DAIRY."

12. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant DEBBIE AZEVEDO, an individual, is, and at all times relevant to this action was, a resident of the County of Merced, State of California.

13. PLAINTIFF is informed and believes, and based thereon alleges, that Defendants EUGENIO AZEVEDO and DEBBIE AZEVEDO own and operate dairy farms under the fictitious business name "E & D AZEVEDO DAIRY" which is registered as a fictitious business name in the

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County of Merced, State of California.

14. Plaintiff is informed and believes, and thereon alleges, that Defendant EUGENIO AZEVEDO received at least two Paycheck Protection Program ("PPP") loans totaling over $785,000.00 for approximately 40 jobs.[1] According to publicly released data, the full amount of these loans to Defendant, including accrued interest, has been forgiven.

15. 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, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator 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 and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

16. Defendants AZEVEDO DAIRY, EUGENIO AZEVEDO, DEBBIE AZEVEDO and DOES 1 thorough 50, inclusive, are collectively referred to herein as "Defendants."

17. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Merced, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission ("IWC") Wage Order(s).

18. Plaintiff further alleges that Defendants, directly or indirectly 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 and employers jointly liable under the statutory provisions set forth herein.

19. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint

[1] *See*, https://projects.propublica.org/coronavirus/bailouts/loans/eugenio-b-azevedo-1682197300 and https://projects.propublica.org/coronavirus/bailouts/loans/eugenio-b-azevedo-4103288506

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employers, subsidiaries, successors, sister companies, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was dominated by his, her, or its codefendants, and each was the alter ego of the other.

20. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

21. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages earned and due, through methods and schemes which include, but are not limited to: failing to pay overtime; failing to provide meal periods; failing to authorize rest breaks; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay final wages; failing to pay timely wages during employment; failure to reimburse business expenses; and requiring, permitting, or suffering the employees to work off the clock, in violation of the California Labor Code ("Labor Code") and applicable IWC Wage Order(s).

22. Plaintiff is informed and believes, and based thereon alleges, that in accordance with Labor Code section 558.1, Defendants, and any person acting on behalf of Defendants, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or any applicable provision of the Labor Code.

23. In a letter dated March 21, 2024, Plaintiff, through counsel, sent a letter via Certified Mail to Defendants' addresses listed with California Secretary of State. The letter included a written request for copies of all personnel, payroll, and other records related to Plaintiff's employment citing Labor Code sections 226(b), 432, and 1198.5. As of the date of the filing of this Complaint, Plaintiff has not received his payroll records. As a proximate result of the actions taken by Defendants, Plaintiff has been denied the rights afforded to him under Labor Code section 226, and seeks equitable relief in the form of an injunction compelling the production of his employment records.

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CLASS ACTION ALLEGATIONS

24. Plaintiff brings the First through Seventh 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.

25. The proposed class is defined as follows: All current and former hourly-paid, non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's original complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

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

27. 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 and the Class Members worked as hourly, non-exempt employees for Defendants in California, including dairy farm workers and laborers, at Defendants' dairy farms in California. Plaintiff and the other similarly situated Class Members were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants.

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 counsel, the proposed class counsel, is versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the

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pendency of this action will continue to incur, costs, and attorneys' fees, that 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. 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.

28. 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 failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;

b. 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;

c. 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;

d. Whether Defendants failed to pay meal period premium wages to Plaintiff and the other Class Members when they were not provided legally compliant meal periods;

e. Whether Defendants failed to pay rest period premium wages to Plaintiff and the other Class Members when they were not authorized and permitted to take legally compliant rest periods;

f. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and

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the other Class Members for all hours worked, and for missed, short, late or interrupted meal periods and rest breaks in violation of California law;

g. 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;

h. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;

i. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code section 2802;

j. Whether Defendants complied with wage statement reporting as required by the California Labor Code, including section 226;

k. 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;

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

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

GENERAL ALLEGATIONS

29. Plaintiff is informed and believes that Defendants are dairy farming companies that own and operate dairy farms in California, including Merced County. Defendants employed Plaintiff as a dairy farm worker from approximately June 2023 to approximately March 2024.

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

31. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly, or indirectly, control work rules, working conditions, wages, and working hours; and to directly, or indirectly, control the terms of employment of Plaintiff, the Class, and the Aggrieved Employees.

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32. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Wage Order(s).

33. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an ongoing and systematic scheme of wage and hour violations against their hourly-paid, non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of California law, and failed to pay associated meal and rest period premium wages. Defendants also failed to provide accurate itemized wage statements for each pay period, and failed to timely pay all wages owed during and upon termination of employment.

34. On information and belief, throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly 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 a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. For example, although Plaintiff, the Class, and the Aggrieved Employees typically began their shift at 6:00 a.m., they were not provided a meal period before the end of the fifth hour of work. Many times, e Plaintiff, the Class, and the Aggrieved Employees were not provided a meal period until 12:00 p.m., or later.

35. On information and belief, throughout the time period involved in this case, Defendants did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California law. Moreover, on information and belief, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff,

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the Class, and the Aggrieved Employees.

36. On information and belief, throughout the time period involved in this case, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

37. On information and belief, throughout the time period involved in this case, Defendants have implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking timely and duty-free rest periods, including third rest breaks for shifts in excess of ten hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

38. On information and belief, throughout the time period involved in this case, Defendants did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods, including third rest breaks, under California law. Moreover, on information and belief, Defendants systematically disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

39. On information and belief, throughout the time period involved in this case, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was

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missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted. Although Plaintiff complained about late, interrupted, and missed meal periods, nothing was done by Defendants to address or correct the violations.

40. On information and belief, throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

41. On information and belief, throughout the time period involved in this case, Defendants regularly failed to pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

42. On information and belief, throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration. Defendants' failure to pay overtime wages included, *inter alia*, requiring Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock, and failing to accurate record all time worked by Plaintiff, the Class, and the Aggrieved Employees which resulted in the systematic underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees.

43. Upon information and belief, Defendants required Plaintiff, the Class, and the Aggrieved Employees to regularly perform work off-the-clock for which they did not receive any compensation, i.e., neither minimum wages nor overtime wages. Specifically, Defendants required Plaintiff, the Class, and the Aggrieved Employees to spend time pre-shift donning special work clothing and protective gear, including a milking apron and arm coverings/gloves. Plaintiff, the Class, and the Aggrieved Employees

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were required to report to work ten minutes before the start for their shift each workday for donning activities. Although Defendants maintained (and on information and belief continues to maintain) a common policy and practice of requiring Plaintiff, the Class, and the Aggrieved Employees to engage in pre-shift donning, Defendants failed to compensate Plaintiff, the Class, and the Aggrieved Employees for this time. Plaintiff, the Class, and the Aggrieved Employees could not avoid Defendants' mandatory donning policies (which took place on Defendants' premises and while Plaintiff, the Class, and the Aggrieved Employees were not considered "on the clock") and could not then use their time effectively for their own purposes. As such, Defendants exercised compensable control over Plaintiff, the Class, and the Aggrieved Employees who were required to don and doff, and owes wages to these employees for this time.

44. On information and belief, throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock, and failing to accurate record all time worked by Plaintiff, the Class, and the Aggrieved Employees which resulted in the systematic underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees.

45. On information and belief, throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages owed to them upon termination within the time permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including premium wages within any time permissible under California Labor Code section 202.

46. On information and belief, throughout the time period involved in this case, Defendants

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regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not receive payment of all wages, including meal and rest period premiums.

47. On information and belief, throughout the time period involved in this case, Defendants regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages earned, premium pay, and available paid sick leave.

48. On information and belief, throughout the time period involved in this case, Defendants regularly failed to keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants knew or should have known that Defendants were required to keep complete and accurate time payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate time and payroll records.

49. On information and belief, throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

50. On information and belief, throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

51. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to them under this

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article."

FIRST CAUSE OF ACTION

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

(Against All Defendants)

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

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

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

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

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

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

58. On information and belief, during the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other Class Members.

59. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of

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overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

60. 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)

(Against All Defendants)

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

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

63. 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.

64. At all relevant times, the applicable IWC Wage Order(s) 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.

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

66. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-

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mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

67. During the relevant time period, Plaintiff and the other Class Members were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

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

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

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

71. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

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

73. At all times herein set forth, the applicable IWC Wage Order(s) and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

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

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

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

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

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

79. Defendants' conduct violates applicable IWC Wage Order(s) and California Labor Code section 226.7.

80. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

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

(Against All Defendants)

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

82. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide

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that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

83. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

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

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

FIFTH CAUSE OF ACTION

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

(Against All Defendants)

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

87. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

88. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendants ended, *i.e*. was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages,

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overtime wages, premium wages, and vested but unused vacation time, within seventy-two (72) hours of their leaving Defendants' employ.

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

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

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226)

(Against All Defendants)

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

93. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates 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 during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the

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employer for at least three years at the place of employment or at a central location within the State of California.

94. In addition, Labor Code section 246, subdivision (i) requires that an employer include on the paystub or separate written document provided to the employee each pay period, the amount of available paid sick leave (or paid time off an employer provides in lieu of sick leave).

95. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, premium wages, the actual gross wages earned, available paid sick leave, and the correct rates of pay.

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

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

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

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

SEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

101. 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

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Civil Procedure section 1021.5.

102. 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.*

103. Plaintiff is a "person" within the meaning of Business & Professions Code section 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

104. 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 proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' systematic policies and practices of requiring employees, including Plaintiff and the Class, to work without legally compliant meal periods and rest breaks violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, and 203.

105. Defendants also violated California Labor Code sections 204, 226(a), 1194, 1197, 1197.1, 510, and 1174(d).

106. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of California. Labor Code section 90.5(a) sets forth the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with fair labor standards. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq*.

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

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

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

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, *et seq*.)

(Against All Defendants)

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

111. Plaintiff brings this Eighth Cause of Action as a representative action on behalf of Plaintiff and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA").

112. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Labor Code § 2699(a).

113. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore, an "aggrieved employee" under PAGA.

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

a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage

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compensation in violation of Labor Code §§ 1194 and 1198 *et seq*.

b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq*.

c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.

d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code § 226.7.

e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.

f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

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

115. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of himself and the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under the applicable IWC Wage Order(s), including IWC Wage Order 13-2001, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

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116. Pursuant to Labor Code § 2699.3, on or about March 11, 2024, Plaintiff, through his counsel of record, gave written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, of the specific provisions of the Labor Code and IWC Wage Order(s) that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have fulfilled all administrative prerequisites to the pursuit of this PAGA claim on behalf himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

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

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 Order(s) 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

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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 Order(s) 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; 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 Order(s) 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; and

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

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As to the Fourth Cause of Action

23. 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;

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

25. 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;

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

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

39. 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) and 1174(d);

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

41. 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*.;

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

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

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

As to the Eighth Cause of Action

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

46. 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

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

DATED: May 15, 2024

Respectfully submitted,

NORTH LAW, P.C.



Hengameh S. Safaei
Attorneys for Plaintiff LUCIO MELCHOR TRINIDAD, individually and on behalf of others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial with respect to all issues triable of right by jury.

DATED: May 15, 2024

Respectfully submitted,

NORTH LAW P.C.



Hengameh S. Safaei
Attorneys for Plaintiff LUCIO MELCHOR TRINIDAD, individually and on behalf of others similarly situated