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and all others similarly situated

Clerk of the Superior Court

By S. Felix

,Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

ERIK BILLUPS and KYLE BILLUPS, on
behalf of themselves and all others similarly
situated,

Plaintiff,

v.

URBN CATERING, LLC, a California
Limited Liability Company; and DOES 1
Through 10, Inclusive,

Defendants.

Case No. 37-2024-00020823-CU-OE-CTL

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT ("PAGA")**

1. Failure to Pay Wages for all Hours Worked
2. Failure to Pay Overtime Wages
3. Failure to Provide Meal Periods
4. Failure to Provide Rest Period
5. Failure to Reimburse Business Expenses
6. Failure to Provide Accurate Itemized Wage Statements
7. Failure to Maintain Accurate Records
8. Failure to Pay Wages Due During and Upon Separation of Employment
9. Unfair Competition Law Violations
10. PAGA Civil Penalties for Failure to Pay Wages for all Hours Worked
11. PAGA Civil Penalties for Failure to Pay Tips and Gratuities
12. PAGA Civil Penalties for Failure to Provide Meal Periods
13. PAGA Civil Penalties for Failure to Provide Rest Periods

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- 14. PAGA Civil Penalties for Failure to Reimburse Business Expenses
- 15. PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements
- 16. PAGA Civil Penalties for Failure to Maintain Accurate Records
- 17. PAGA Civil Penalties for Failure to Pay Wages Due During and Upon Separation of Employment

DEMAND FOR JURY TRIAL

NATURE OF CLAIM

1. Plaintiffs Erik Billups and Kyle Billups (“Plaintiffs”) bring this proposed class action against URBN Catering, LLC, and DOES 1 through 10 (“Defendants”) on behalf of all persons employed by Defendants in California as non-exempt employees. Plaintiffs allege Defendants failed to: pay wages for all compensable hours worked; pay overtime wages; provide legally compliant off-duty meal and rest periods or premium wages; reimburse necessary business-related expenses; provide accurate itemized wage statements; and timely pay all wages due during and upon separation of employment. Plaintiffs allege Defendants’ failure to pay wages and reimburse business-related expense reimbursements also violates Business and Professions Code sections 17200, *et seq.* Plaintiffs seek unpaid wages, liquidated damages, interest, attorneys’ fees, and costs.

2. Plaintiffs also bring this action as a representative action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, against Defendant to recover civil penalties arising out of Defendant’s failure to: pay wages for all compensable hours worked; pay overtime wages; pay tips and gratuities; provide legally compliant off-duty meal and rest periods or premium wages; reimburse necessary business-related expenses; provide accurate itemized wage statements; and timely pay all wages due during and upon separation of employment.

3. Plaintiffs gave written notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) on April 30, 2024 and May 2, 2024 per Labor Code section 2699.3, and there has been no LWDA intervention within 65 days of either notice. Plaintiffs seek civil penalties under the PAGA as representatives of the State of California and have standing as aggrieved non-exempt employees. Plaintiffs seek to represent all current and former non-exempt employees of Defendants who suffered one or more of the violations alleged (“aggrieved employees”) during the “PAGA Period” (one year and 65 days before this complaint filing date until the start of trial). Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C).

PARTIES

4. Plaintiff Erik Billups is a San Diego County resident who worked for Defendants

1 as a non-exempt employee from approximately 2019 through approximately March 29, 2024 in
2 the job position of Director of Operations, or similar job title, in San Diego, California.

3 5. Plaintiff Kyle Billups is a San Diego resident who worked for Defendants as a
4 non-exempt employee from approximately October 2019 through approximately March 29, 2024
5 in the job position of Operations Manager, or similar job title, in San Diego, California.

6 6. Defendant URBN Catering, LLC is a California limited liability company
7 headquartered in San Diego, California. Defendant operates food catering services throughout
8 the State of California, including San Diego, Orange, and Los Angeles Counties.

9 7. The true names and capacities, whether individual, corporate, associate, or
10 otherwise, of Defendants sued as DOES 1 through 10, inclusive, are unknown to Plaintiffs, who
11 sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiffs
12 are informed and believe, and allege, each DOE Defendant is legally responsible in some manner
13 for the unlawful acts alleged. Plaintiffs will seek leave to amend this Complaint to reflect the
14 true names and capacities of DOE Defendants when they become known.

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16 8. Plaintiffs are informed and believe, and allege, each Defendant acted in all
17 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
18 plan or policy, and the acts of each Defendant are legally attributable to the other Defendants.

19 **JURISDICTION AND VENUE**

20 9. Venue as to each Defendant is proper in this judicial district. Code of Civil
21 Procedure § 395. Defendants conduct business in San Diego County and each Defendant is
22 within this Court's jurisdiction for service of process. The unlawful acts alleged directly affect
23 Plaintiffs and similarly situated employees within San Diego County and California. There is no
24 federal question at issue for removal under 28 U.S.C. section 1331, as the issues are based solely
25 on California law, including the Labor Code, Business and Professions Code, and the Code of
26 Civil Procedure.

27 10. No federal question is raised and the Class Action Fairness Act ("CAFA"), 28
28 U.S.C. section 1332(d), does not apply, or in the alternative, local case or controversy exceptions

1 apply and prohibit removal of this action. Based on his rate of pay, Plaintiffs' individual claims
2 do not meet the amount in controversy to implicate traditional diversity jurisdiction.

3 11. Further, as a representative action under the PAGA, the matter is not subject to
4 removal under 28 U.S.C. §§ 1332(a)-(d). PAGA civil penalty actions are not subject to federal
5 jurisdiction.

6 **CLASS ACTION ALLEGATIONS**

7 12. Plaintiffs seek to represent a Class defined as:

8 **Class**

9 All persons employed by Defendants in California as non-exempt
employees any time from four years before the filing of this Complaint.

10 13. Plaintiffs seek to certify a subclass of employees defined as:

11 **Unpaid Wages Subclass**

12 All Class Members who were not paid for all hours worked or subject to
Defendants' control.

13 14. Plaintiffs seek to certify a subclass of employees defined as:

14 **Overtime Wages Subclass**

15 All Class Members who worked one or more periods in excess of eight
(8) hours per day or forty (40) hours per week.

16 15. Plaintiffs seek to certify a subclass of employees defined as:

17 **Meal Period Subclass**

18 All Class Members who worked one or more periods in excess of five (5)
hours.

19 16. Plaintiffs seek to certify a subclass of employees defined as:

20 **First Rest Period Subclass**

21 All Class Members who worked one or more periods in excess of three and
one-half (3.5) hours.

22 17. Plaintiffs seek to certify a subclass of employees defined as:

23 **Second Rest Period Subclass**

24 All Class Members who worked one or more periods in excess of six (6)
hours.

25 18. Plaintiffs seek to certify a subclass of employees defined as:

26 **Business Expense Reimbursement Subclass**

27 All Class Members who incurred business-related expenses, including cell phone
expenses, home office expenses, and mileage expenses.

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19. Plaintiffs seek to certify a subclass of employees defined as:

Wage Statement Subclass

All Class Members whose employment ended at any time during the one year preceding the filing of this Complaint.

20. Plaintiffs seek to certify a subclass of employees defined as:

Waiting Time Subclass

All Class Members whose employment ended at any time during the three years preceding the filing of this Complaint.

21. Plaintiffs seek to certify a subclass of employees defined as:

UCL Subclass

All Class Members who lost earned wages or non-compensatory sums due to Defendants' unlawful or unfair business acts or practices.

22. Plaintiffs reserve the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

23. **Commonality**: This action may be maintained as a class action because there is a well-defined common interest of many persons and it is impractical to bring them all before the court. Code of Civil Procedure § 382.

24. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

25. **Numerosity**: The potential members of the Class are so numerous, joinder of all members would be impractical. The disposition of their claims through a class action will benefit the parties and this Court. The number of members of the Class is unknown to Plaintiffs, but is estimated to be more than 100 individuals.

26. **Typicality**: The claims of Plaintiffs are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

27. **Adequacy**: Plaintiffs are adequate representatives of the Class and Subclasses, will fairly protect the interests of Members of the Class and Subclasses and have no interests antagonistic to them, and will vigorously pursue this suit. Plaintiffs' attorneys are competent, skilled, and experienced in litigating large employment law class actions.

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1 28. **Superiority**: A class action is superior to other available means for the fair and
2 efficient adjudication of this controversy. Individual joinder of all Class Members is not
3 practicable, and questions of law and fact common to the Class predominate over questions
4 affecting only individual Class Members. A class action will allow those similarly situated to
5 litigate their claims in the most efficient and economical manner for the parties and the judicial
6 system. Plaintiff is unaware of any difficulties likely to be encountered in the management of
7 this action that precludes its maintenance as a class action.

8 29. **Predominance**: The predominating common questions of law and fact include:

- 9 a. Whether Defendants have a policy and practice of failing to pay for all hours
10 worked, including overtime and double time, in violation of Labor Code
11 sections 510, 1194, 1197, and 1198;
- 12 b. Whether Defendants have a policy and practice of failing to provide legally
13 compliant meal periods or pay premiums in lieu thereof in violation of Labor
14 Code sections 226.7 and 512;
- 15 c. Whether Defendants have a policy and practice of failing to authorize and
16 permit legally compliant paid rest periods or pay premiums in lieu thereof in
17 violation of Labor Code section 226.7;
- 18 d. Whether Defendants have a policy or practice of failing to reimburse for
19 business-related expenses incurred in the discharge of duties in violation of
20 Labor Code sections 2802 and 2804;
- 21 e. Whether Defendants have a policy and practice of failing to provide complete
22 and accurate itemized wage statements;
- 23 f. Whether Defendants failed to pay all wages due during employment pursuant
24 to Labor Code section 204;
- 25 g. Whether the Waiting Time Subclass Members are entitled to waiting time
26 penalties under Labor Code section 203;
- 27 h. Whether Defendants engaged in illegal or unfair business acts or practices in
28 violation of the Business and Professions Code sections 17200, *et seq.*; and

- i. Whether the Class and Subclasses are entitled to equitable relief, declaratory and/or injunctive relief pursuant to Business and Professions Code, sections 17200, *et seq.*

FACTUAL ALLEGATIONS

30. During the Class and PAGA Periods, Plaintiffs, Class Members, and aggrieved employees were employed by Defendants in California, and Defendants conducted business in California.

31. During the Class and PAGA Periods, Defendants failed to pay Plaintiffs, Class Members, and aggrieved employees for all time spent working or under Defendants' control. Defendants did not accurately track Plaintiffs,' Class Members,' and aggrieved employees' actual hours worked. Plaintiffs and other similarly-situated and aggrieved employees were not paid any overtime wages for hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek. Additionally, Plaintiffs were not paid double time wages for hours worked in excess of twelve (12) hours per workday. Additionally, Plaintiffs and other similarly-situated and aggrieved employees were not paid for hours worked traveling to and from catering event locations after the start of their workday and after picking up work supplies at Defendant's business location. Furthermore, Plaintiffs and other similarly-situated and aggrieved employees were not paid for actual hours worked due to Defendants' unlawful practice of paying on rounded hours rather than actual hours worked.

32. During the Class and PAGA Periods, Defendants did not maintain a meal and rest period policy, did not inform Plaintiffs and other similarly-situated and aggrieved employees of their right to off-duty and uninterrupted meal and rest periods, did not provide any means for Plaintiffs, Class Members, and aggrieved employees to record meal periods, did not authorize and permit lawful meal and rest periods, did not inform them of their right to receive premium wages on days on which they did not receive a compliant meal or rest period, and did not pay premium wages on such days. Additionally, in practice, Plaintiffs, Class Members, and aggrieved employees were not provided an opportunity for each shift to take off-duty, timely, uninterrupted meal periods lasting at least 30 minutes before their fifth and tenth hour of work.

1 Instead, meal periods were often short, missed entirely, or late due to job demands. For the same
2 reasons, Plaintiffs, Class Members, and aggrieved employees were not able to take ten-minute,
3 uninterrupted rest periods for every four hours or major fraction thereof worked.

4 33. During the Class and PAGA Periods, Plaintiffs, Class Members, and aggrieved
5 employees were required to use their personal cell phones for work. This included taking work-
6 related calls and downloading applications such as Schedule Fly for work-related purposes.
7 Further, Plaintiffs incurred home computer and wi-fi expenses in the discharge of their work
8 duties. Additionally, Plaintiffs, Class Members, and aggrieved employees were required to use
9 their personal vehicles for work-related travel without receiving reimbursement for mileage
10 expenses incurred in the discharge of their duties for Defendants. Despite incurring these work-
11 related expenses, which Defendants had knowledge of, Defendants did not reimburse Plaintiffs,
12 Class Members, and aggrieved employees for any work-related expenses.

13 34. During the Class and PAGA Periods, Defendants failed to provide accurate
14 itemized wage statements to Plaintiffs, Class Members, and aggrieved employees. The wage
15 statements provided to Plaintiffs, Class Members, and aggrieved employees did not contain all
16 accurate information as required by Labor Code section 226(a). Because, as described above,
17 Defendants failed to pay all minimum, regular, and overtime wages, and meal and rest period
18 premium wages, Defendants failed to accurately set forth the total gross wages earned, net wages
19 earned, total hours worked, and all applicable hourly rates and the total number of hours worked
20 at each rate. Additionally, independently of the claims for derivate violations of Labor Code
21 section 226, the wage statements were non-compliant and did not contain all the required
22 information because they did not list the total hours worked, rates of pay, and the number of
23 hours worked at each rate.

24 35. During the Class Period, Defendants failed to timely pay Plaintiffs, Class
25 Members, and aggrieved employees all final wages owed upon separation, because they did not
26 pay all wages earned as set forth herein. Defendants also did not pay a day's wages for every
27 day final wages were not paid through the date final wages were paid as required by Labor Code
28 section 203.

36. Plaintiffs, on behalf of themselves and Class Members, seek injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of violations alleged. Business and Professions Code §§ 17200, *et seq.*

FIRST CAUSE OF ACTION

Failure to Pay Wages for all Hours Worked

[Labor Code §§ 218, 1194, 1194.2, 1197, 1198, and 1199(c) and the “Minimum Wages” Section of the Applicable IWC Wage Order]

(By Plaintiffs and each Unpaid Wages Subclass Member)

37. Plaintiffs incorporate the preceding paragraphs of this Complaint.

38. By their failure to record all time under their control and to pay all wages for hours worked or under their control, Defendants failed to pay minimum, regular, and overtime wages, and violated Labor Code sections 1194 and 510.

39. Defendants’ unlawful acts deprived Plaintiffs and Unpaid Wages Subclass Members of minimum, regular, and overtime wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with liquidated damages for unpaid minimum wages under Labor Code section 1194.2, and interest, attorneys’ fees, and costs.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

[Labor Code §§ 1194, 510 and the “Hours and Days of Work” Section of the applicable IWC Wage Order]

(By Plaintiffs and each Overtime Wages Subclass Member)

40. Plaintiffs incorporate the preceding paragraphs of this Complaint.

41. Defendants failed to pay all overtime wages earned for hours worked over eight in one day or forty in one week and violated Labor Code sections 1194 and 510.

42. Defendants’ unlawful acts deprived Plaintiffs and Overtime Wages Subclass members of overtime wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys’ fees, and costs.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

[Labor Code §§ 512, 226.7 and the “Meal Period” Section of the applicable IWC Wage Order]

(By Plaintiffs and each Meal Period Subclass Member)

43. Plaintiffs incorporate the preceding paragraphs of this Complaint.

44. By failing to provide duty-free meal periods of at least thirty minutes for shifts of

1 five hours, starting before the end of the fifth hour of work, and failing to pay Plaintiffs and all
2 Meal Period Subclass Members one hour of pay at their regular rate for each day a meal period
3 was not provided, Defendants willfully violated Labor Code sections 226.7 and 512.

4 45. Defendants' unlawful acts deprived Plaintiffs and Meal Period Subclass Members
5 of premium wages in amounts to be determined at trial, and they are entitled to recover such
6 amounts, plus interest, attorneys' fees, and costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Provide Rest Periods**

9 **[Labor Code § 226.7 and the "Rest Period" Section of the applicable IWC Wage Order]**
(By Plaintiffs and each First and Second Rest Period Subclass Member)

10 46. Plaintiffs incorporate the preceding paragraphs of this Complaint.

11 47. By failing to authorize and permit Plaintiffs and all Rest Period Subclass
12 Members to receive a rest period of at least 10 minutes for every four (4) hours or major fraction
13 thereof worked per day, and by failing to provide premium wages at the regular rate of pay when
14 these periods were not permitted or authorized, Defendants willfully violated the provisions of
15 Labor Code section 226.7.

16 48. Defendants' unlawful acts deprived Plaintiffs and First and Second Rest Period
17 Subclass Members of premium wages in amounts to be determined at trial, and they are entitled
18 to recover such amounts, plus interest, attorneys' fees, and costs.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Reimburse Business Expenses**

21 **[Labor Code §§ 2802, 2804 and the "Uniforms and Equipment Section of the applicable**
22 **IWC Wage Order]**

(By Plaintiffs and each Business Expense Reimbursement Subclass Member)

23 49. Plaintiffs incorporate the preceding paragraphs of this Complaint.

24 50. By failing to reimburse Plaintiffs and Class Members for reasonably necessary
25 business expenses they incurred in the discharge of their duties, Defendants violated Labor Code
26 section 2802. This right to reimbursement was not waivable. Labor Code § 2804.

27 51. Defendants' unlawful acts deprived Plaintiffs and Class Members of expense
28 reimbursements in amounts to be determined at trial, and they are entitled to recover these
amounts, along with interest, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION

**Failure to Provide Accurate Itemized Wage Statement
[Labor Code § 226 and the “Records” Section of the applicable IWC Wage Order]
(By Plaintiffs and each Wage Statement Subclass Member)**

52. Plaintiffs incorporate the preceding paragraphs of this Complaint.

53. Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (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 the last four digits of his or her social security number or an employee identification number other than a 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.

54. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements, among other things, the total hours worked, and all hourly wage rates earned for those hours. Defendants knowingly and intentionally failed to comply with Labor Code section 226(a) on wage statements provided to Plaintiffs and members of the Wage Statement Subclass because, among other reasons, the wage statements failed to include, all hours worked, and all hourly rates earned. Wage statements were also derivatively inaccurate, as explained herein.

55. As a consequence of Defendants’ knowing and intentional failure to comply with Labor Code section 226(a), Plaintiffs and Wage Statement Subclass Members are entitled to actual damages or penalties not to exceed \$4,000 for each employee pursuant to Labor Code section 226(b), together with interest, attorneys’ fees, and costs.

SEVENTH CAUSE OF ACTION

Failure to Maintain Accurate Records

[Labor Code §§1174, 1174.5, 2699, and the “Records” section of the applicable IWC Wage Order]

(By Plaintiffs and each Wage Statement Subclass Member)

56. Plaintiffs incorporate the preceding paragraphs of this Complaint.

57. Labor Code section 1174(d) requires every person, including Defendants, employing labor in the state to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

58. Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

59. Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: ... (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.” Defendants failed to accurately record the hours worked and meal periods for Plaintiffs and similarly-situated employees.

60. Defendants failed to maintain accurate timekeeping and payroll records for Plaintiffs and similarly-situated employees showing the accurate number of hours worked daily and the wages paid. Plaintiffs allege that Defendant failed to maintain accurate records of all hours worked by Plaintiffs and similarly-situated employees. Furthermore, the Defendants failed to keep accurate records showing when employees began and ended each work period, meal

1 period(s), and total daily hours worked.

2 61. By failing to maintain accurate records, Defendants violated Labor Code sections
3 1174 and 1174.5.

4 **EIGHTH CAUSE OF ACTION**

5 **Failure to Timely Pay Wages Due During and Upon Separation of Employment**

6 **[Labor Code §§ 201-203, 204 256, 1198]**

(By Plaintiffs and each Waiting Time Subclass Member)

7 62. Defendants had a consistent and uniform policy, practice, and procedure of
8 willfully failing to pay the earned wages of Defendants' former employees. Labor Code sections
9 201 and 202 require Defendants to pay their employees all wages due within the time required
10 by law. If an employer willfully fails to timely pay such wages the employer must, as a penalty,
11 continue to pay the subject employee's wages until the back wages are paid in full or an action
12 is commenced, though the penalty cannot exceed 30 days' wages. Labor Code § 203.

13 63. Labor Code section 204(a) states, in pertinent part: "All wages . . . earned by any
14 person in any employment are due and payable twice during each calendar month, on days
15 designated in advance by the employer as the regular paydays." The "Minimum Wages" Section
16 of the applicable Wage Order further states "every employer shall pay to each employee, on the
17 established payday for the period involved, not less than the applicable minimum wage for all
18 hours worked in the payroll period."

19 64. Labor Code section 256 states: "The Labor Commissioner shall impose a civil
20 penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section
21 203."

22 65. As detailed above, Defendants failed to pay Plaintiffs and similarly-situated
23 employees all wages that were due and owing to them including meal and rest period premiums,
24 and regular, minimum, overtime, within the required time during their employment and upon
25 their separation of employment, in violation of the Labor Code and the applicable IWC Wage
26 Order because of the violations alleged herein. As a result, Defendants violated the above
27 sections of the Labor Code.

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66. Members of the Waiting Time Subclass are no longer employed by Defendants.

67. Defendants willfully failed to pay Plaintiffs and Waiting Time Subclass Members the sum due at the time of their termination or within seventy-two (72) hours of their resignation and failed to pay those sums for thirty (30) days thereafter.

68. Defendants' willful failure to pay wages to the Waiting Time Subclass Members violates Labor Code section 203 because Defendants knew wages were due to the Waiting Time Subclass Members but failed to pay them.

NINTH CAUSE OF ACTION

Unfair Competition Law Violation

[Bus. & Prof. Code §§ 17200, *et seq.*]

(By Plaintiffs and each UCL Subclass Member)

69. Plaintiffs incorporate the preceding paragraphs of this Complaint.

70. Unfair competition includes any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

71. Defendants' conduct as described above constitutes unlawful business practices because Defendants violated Labor Code sections 201-203, 246, 1194 and 510, 226.7, and 2802, and as a result, Plaintiffs and UCL Subclass Members lost earned wages and/or non-compensatory sums.

72. Defendants' conduct as described above constitutes unfair business practices because their denial of lawfully earned wages and non-compensatory sums outweighs any utility of such practices.

73. As a result of Defendants' unlawful and unfair conduct, Plaintiffs and UCL Subclass Members suffered injury in fact.

74. Plaintiffs and UCL Subclass Members seek injunctive relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

75. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiffs and UCL Subclass Members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

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76. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiffs, and each UCL Subclass Member, for the four (4)-year period before the filing of this Complaint, and as the primary remedy during the fourth year before the filing of this Complaint. Business and Professions Code § 17205.

TENTH CAUSE OF ACTION

PAGA Civil Penalties for Failure to Pay Wages for all Hours Worked
(By Plaintiffs and Aggrieved Employees against Each Defendant)

77. Plaintiffs incorporate the preceding paragraphs of this Complaint.

78. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Labor Code § 1194(a).

79. “[A]ny 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).

80. “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Labor Code § 2699(f)(2).

81. Section 2699.3(a) applies to any alleged violation of Labor Code sections 510, 1194, and 1194.1, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

82. Defendants failed to pay minimum, regular, and overtime wages during the PAGA Period. Plaintiffs will seek \$100 for the initial pay period an employee was underpaid,

1 and \$200 for each subsequent violation.

2 83. Defendants' conduct violates the applicable Wage Order(s) by failing to pay
3 minimum wages to employees. Plaintiffs will also seek \$50 for the initial pay period an employee
4 was underpaid, and \$100 for each subsequent violation.

5 84. Plaintiffs, as representatives of the general public, will and do seek to recover any
6 and all civil penalties for each and every violation, in an amount according to proof, as to those
7 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
8 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
9 recovered provided to the LWDA on behalf of the State of California.

10 **ELEVENTH CAUSE OF ACTION**

11 **PAGA Civil Penalties for Failure to Pay Tips and Gratuities**

(By Plaintiffs and Aggrieved Employees against Each Defendant)

12 85. Plaintiffs incorporate the preceding paragraphs of this Complaint.

13 86. Labor Code section 351 states in pertinent part: "No employer or agent shall
14 collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee
15 by a patron, or deduct any amount from wages due an employee on account of a gratuity, or
16 require an employee to credit the amount, or any part thereof, of a gratuity against and as a part
17 of the wages due the employee from the employer. Every gratuity is hereby declared to be the
18 sole property of the employee or employees to whom it was paid, given, or left for. An employer
19 that permits patrons to pay gratuities by credit card shall pay the employees the full amount of
20 the gratuity that the patron indicated on the credit card slip, without any deductions for any credit
21 card payment processing fees or costs that may be charged to the employer by the credit card
22 company. Payment of gratuities made by patrons using credit cards shall be made to the
23 employees not later than the next regular payday following the date the patron authorized the
24 credit card payment."

25 87. "[A]ny provision of this code that provides for a civil penalty to be assessed and
26 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
27 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
28 be recovered through a civil action brought by an aggrieved employee on behalf of himself or

1 herself and other current or former employees pursuant to the procedures specified in Section
2 2699.3.” Labor Code § 2699(a).

3 88. “For all provisions of this code except those for which a civil penalty is
4 specifically provided, there is established a civil penalty for a violation of these provisions [] (2)
5 If, at the time of the alleged violation, the person employs one or more employees, the civil
6 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
7 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
8 subsequent violation.” Labor Code § 2699(f)(2).

9 89. Section 2699.3(a) applies to any alleged violation of Labor Code sections 351
10 and 353, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

11 90. During all or a substantial part of the PAGA Period, Defendants maintained a
12 policy and practice of not paying gratuities to aggrieved employees, in violation of Labor Code
13 section 351.

14 91. Furthermore, Defendants maintained a policy and practice of not maintaining
15 records of gratuities received, in violation of Labor Code section 353.

16 92. As a result of Defendants’ failure to pay all tips and gratuities earned, Defendants,
17 and each of them, are liable for civil penalties within the applicable limitations period of Labor
18 Code section 2699(f)(2) for violations of Labor Code sections 351 and 353 in the amount of
19 \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each
20 subsequent violation.

21 93. Plaintiffs, as representatives of the general public, will and do seek to recover any
22 and all civil penalties for each and every violation, in an amount according to proof, as to those
23 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
24 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
25 recovered provided to the LWDA on behalf of the State of California.

26 **TWELFTH CAUSE OF ACTION**

27 **PAGA Civil Penalties for Failure to Provide Meal Periods**

28 (By Plaintiffs and Aggrieved Employees against Each Defendant)

94. Plaintiffs incorporate the preceding paragraphs of this Complaint.

1 95. By failing to provide uninterrupted meal periods of at least 30 minutes for shifts
2 of five hours or more, which began before the end of the fifth hour of work, Defendants willfully
3 violated Labor Code sections 226.7 and 512 and the applicable Wage Order(s).

4 96. By failing to pay employees one hour of pay at their regular rate of compensation
5 for each workday a meal period was not provided, Defendants willfully violated Labor Code
6 sections 226.7 and 512, and the applicable Wage Order(s).

7 97. “[A]ny provision of this code that provides for a civil penalty to be assessed and
8 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
9 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
10 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
11 herself and other current or former employees pursuant to the procedures specified in Section
12 2699.3.” Labor Code § 2699(a).

13 98. “For all provisions of this code except those for which a civil penalty is
14 specifically provided, there is established a civil penalty for a violation of these provisions [] (2)
15 If, at the time of the alleged violation, the person employs one or more employees, the civil
16 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation.” Labor Code § 2699(f)(2).

19 99. Section 2699.3(a) applies to any alleged violation of Labor Code sections 22.76
20 and 512, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5

21 100. During the PAGA Period, Defendants failed to provide compliant meal periods.
22 Plaintiffs will seek penalties of \$100 for the initial pay period an employee was underpaid, and
23 \$200 for each subsequent violation. Labor Code § 2699(f)(2).

24 101. Plaintiffs, as representatives of the general public, will and do seek to recover any
25 and all civil penalties for each and every violation, in an amount according to proof, as to those
26 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
27 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
28 recovered provided to the LWDA on behalf of the State of California.

THIRTEENTH CAUSE OF ACTION

PAGA Civil Penalties for Failure to Provide Rest Periods

(By Plaintiffs and Aggrieved Employees against Each Defendant)

102. Plaintiffs incorporate the preceding paragraphs of this Complaint.

103. By failing to authorize and permit a rest period of at least 10 minutes for every four (4) hours or major fraction thereof worked per day, Defendants willfully violated provisions of Labor Code section 226.7 and the applicable Wage Order(s).

104. By failing to pay employees one hour of pay at their regular rate of compensation for each day a compliant rest period was not authorized and permitted, Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Order(s).

105. “[A]ny 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).

106. “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Labor Code § 2699(f)(2).

107. Section 2699.3(a) applies to any alleged violation of Labor Code section 226.7, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

108. During the PAGA Period, Defendants failed to provide rest periods. Plaintiffs will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

109. Plaintiffs, as representatives of the general public, will and do seek to recover any and all civil penalties for each and every violation, in an amount according to proof, as to those

1 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
2 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
3 recovered provided to the LWDA on behalf of the State of California.

4 **FOURTEENTH CAUSE OF ACTION**
5 **PAGA Civil Penalties for Failure to Reimburse Business Expenses**
6 (By Plaintiffs and Aggrieved Employees against Each Defendant)

7 110. Plaintiffs incorporate the preceding paragraphs of this Complaint.

8 111. By failing to reimburse Plaintiffs and other aggrieved employees for their
9 business-related expenses, including personal cell phone expenses, home computer and wi-fi
10 expenses, and mileage expenses, Defendants willfully violation Labor Code section 2802.

11 112. “[A]ny provision of this code that provides for a civil penalty to be assessed and
12 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
13 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
14 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
15 herself and other current or former employees pursuant to the procedures specified in Section
16 2699.3.” Labor Code § 2699(a).

17 113. “For all provisions of this code except those for which a civil penalty is
18 specifically provided, there is established a civil penalty for a violation of these provisions [] (2)
19 If, at the time of the alleged violation, the person employs one or more employees, the civil
20 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
21 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
22 subsequent violation.” Labor Code § 2699(f)(2).

23 114. Section 2699.3(a) applies to any alleged violation of Labor Code section 2802,
24 and allows for recovery of PAGA civil penalties. Labor Code § 2699.5

25 115. During the PAGA Period, Defendants failed to reimburse business-related
26 expenses. Plaintiffs will seek penalties of \$100 for the initial pay period an employee was
27 underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

28 116. Plaintiffs, as representatives of the general public, will and do seek to recover any
and all civil penalties for each and every violation, in an amount according to proof, as to those

1 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
2 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
3 recovered provided to the LWDA on behalf of the State of California.

4 **FIFTEENTH CAUSE OF ACTION**

5 **PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements**

(By Plaintiffs and Aggrieved Employees against Each Defendant)

6 117. Plaintiffs incorporate the preceding paragraphs of this Complaint.

7 118. Every employer must, semimonthly or at the time of each payment of wages,
8 furnish each of its employees an accurate itemized statement in writing showing, among other
9 things, the total gross wages earned, net wages earned, total hours worked, and all applicable
10 hourly rates and the total number of hours worked at each rate. Labor Code § 226(a).

11 119. Defendants intentionally and willfully violated Section 226 by providing wage
12 statements to employees that did not accurately reflect all required information, including but
13 not limited to the total gross wages earned, net wages earned, total hours worked, and all
14 applicable hourly rates and the total number of hours worked at each rate.

15 120. Labor Code section 226.3 provides for civil penalties for violations of Section
16 226. Plaintiffs will seek civil penalties of \$250 for the initial violation and \$1,000 for each
17 subsequent violation. Labor Code § 226.3.

18 121. Plaintiffs, as representatives of the general public, will and do seek to recover any
19 and all civil penalties for each and every violation, in an amount according to proof, as to those
20 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
21 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
22 recovered provided to the LWDA on behalf of the State of California.

23 **SIXTEENTH CAUSE OF ACTION**

24 **PAGA Civil Penalties for Failure to Maintain Accurate Records**

(By Plaintiffs and Aggrieved Employees against Each Defendant)

25 122. Plaintiffs incorporate the preceding paragraphs of this Complaint.

26 123. Labor Code section 1174(d) states: "Every person employing labor in this state
27 shall: Keep, at a central location in the state or at the plants or establishments at which employees
28 are employed, payroll records showing the hours worked daily by and the wages paid to

1 employees employed at the respective plants or establishments. These records shall be kept in
2 accordance with rules established for this purpose by the commission, but, in any case shall be
3 kept on file for not less than three years.”

4 124. Labor Code section 1174.5 states “Any person employing labor who willfully
5 fails to maintain accurate and complete records required by subdivision (d) of Section 1174, shall
6 be subject to a civil penalty of five hundred dollars.”

7 125. Section 7 of the applicable IWC Wage Order obligates an employer to keep
8 accurate information of wages earned and paid including applicable overtime, rest period and
9 gratuity wages. Section 7(A) states in pertinent part: “Every employer shall keep accurate
10 information with respect to each employee including the following: ...(3) Time records showing
11 when the employee begins and ends each work period. Meal periods, split shift intervals and
12 total daily hours worked shall also be recorded.”

13 126. During the PAGA Period, Defendants failed to maintain accurate records
14 showing the accurate number of hours works, wages earned including minimum, regular, and
15 overtime wages, meal rest period premium wages, and gratuities.

16 127. As a result, Defendants willfully violated the Labor Code and are liable to
17 Plaintiffs, and other aggrieved employees, for civil penalties as required by Labor Code section
18 1174(d) or, in the alternative, section 2699(f)(2).

19 128. As a proximate result of the aforementioned violations, Plaintiffs have been
20 damaged in an amount according to proof at time of trial, but in an amount in excess of the
21 jurisdiction of this Court.

22 129. Plaintiffs, as representatives of the general public, will and do seek to recover any
23 and all civil penalties for each and every violation, in an amount according to proof, as to those
24 penalties that are otherwise only available in public agency enforcement actions. Civil penalties
25 recovered will be distributed in accordance with the PAGA, with 75% of civil penalties
26 recovered provided to the LWDA on behalf of the State of California.

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SEVENTEENTH CAUSE OF ACTION
PAGA Civil Penalties for Failure to Pay Wages Due During and Upon Separation of
Employment

(By Plaintiffs and Aggrieved Employees against Each Defendant)

130. Plaintiffs incorporate the preceding paragraphs of this Complaint.

131. Labor Code sections 201-202 require employers to pay wages earned by employees within certain times. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees. An employer that willfully fails to timely pay all final wages must, as a statutory penalty, pay an employee's wages for 30 days, or until back wages are paid in full. Labor Code section 203.

132. An employer must pay "[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays." Labor Code § 204.

133. "[A]ny 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).

134. "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." Labor Code § 2699(f)(2).

135. Section 2699.3(a) applies to any alleged violation of Labor Code sections 201-204, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

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137. During the PAGA Period, Defendants failed to pay Plaintiffs and other aggrieved employees, penalties due them based on Defendants' failure to pay all final wages in a timely manner as required by Labor Code section 203. Plaintiffs will seek penalties of \$100 for the initial pay period an employee was not reimbursed, and \$200 for each subsequent violation.

138. Plaintiffs, as representatives of the general public, will and do seek to recover any and all civil penalties for each and every violation, in an amount according to proof, as to those penalties that are otherwise only available in public agency enforcement actions. Civil penalties recovered will be distributed in accordance with the PAGA, with 75% of civil penalties recovered provided to the LWDA on behalf of the State of California.

Plaintiffs pray for the following relief on behalf of themselves and the Classes:

A. That the Court determine this action may be maintained as a class action and Plaintiffs as Class Representative and Plaintiffs' counsel as Class Counsel;

B. For injunctive relief as provided by the Labor Code to the extent permitted by law including, but not limited to, pursuant to Section 226(h), and Business and Professions Code sections 17200, *et seq.*;

C. For restitution as provided by Business and Professions Code sections 17200, *et seq.*;

D. For an order requiring Defendants to restore and disgorge all funds to each affected person acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;

- 23 -

1 E. For an award of unpaid wages, including minimum wages, overtime wages, and
2 reporting time pay to the extent permissible by law to each affected person;

3 F. For an award of liquidated damages to the extent permissible by Labor Code
4 section 1194.2;

5 G. For an award of meal period premium wages equal to one hour of pay at the
6 employee's regular rate of pay for each workday that a meal period was not provided in
7 accordance with Labor Code sections 226.7 and 512, and Section 11 of the applicable IWC Wage
8 Order;

9 H. For an award of rest period premium wages equal to one hour of pay at the
10 employee's regular rate of pay for each workday that a rest period was not provided in
11 accordance with Labor Code section 226.7 and Section 12 of the applicable IWC Wage Order;

12 I. For reimbursement of unpaid expenses incurred as a result of the use of personal
13 vehicles at the direction of and for the benefit of Defendants, in accordance with Labor Code
14 section 2802;

15 J. For penalties to the extent permitted pursuant to the Labor Code, and Orders of
16 the Industrial Welfare Commission including, but not limited to penalties under Labor Code
17 section 226(e);

18 K. For an award of waiting time penalties per former employee pursuant to Labor
19 Code section 203(a);

20 L. For an award of penalties incurred under sections 210, 226.3, 226(e), and 1174.5
21 per underpaid employee pursuant to Labor Code sections 210, 226(e), 226.3, and 1174.5;

22 M. For an award of liquidated damages to the extent permissible by Labor Code
23 section 1194.2;

24 N. For penalties incurred under Labor Code section 1197.1 for each underpaid
25 employee per pay period for which the employee was underpaid;

26 O. That this action be maintained as a Representative Action under the PAGA, and
27 Plaintiffs and their counsel be provided with all enforcement capability as if the action were
28 brought by the California Division of Labor Standards Enforcement;

1 P. For recovery of all civil penalties permitted by Labor Code section 2699, for
2 unpaid minimum, regular, and overtime wages pursuant to Labor Code sections 204, 510, and
3 1194, according to proof;

4 Q. For recovery of all civil penalties permitted by Labor Code section 2699, for
5 unpaid tips and gratuities pursuant to Labor Code section 351, according to proof;

6 R. For recovery of all civil penalties permitted by Labor Code section 2699, for
7 failure to maintain records of gratuities received pursuant to Labor Code section 353, according
8 to proof;

9 S. For recovery of civil penalties permitted by Labor Code section 2699, for unpaid
10 meal period premiums earned pursuant to Labor Code section 226.7, according to proof;

11 T. For recovery of civil penalties permitted by Labor Code section 2699 for unpaid
12 rest period premiums earned pursuant to Labor Code section 226.7, according to proof;

13 U. For recovery of all civil penalties as permitted by Labor Code section 2699, for
14 failing to reimburse all necessary business-related expenses incurred, pursuant to Labor Code
15 section 2802;

16 V. For recovery of civil penalties permitted by Labor Code section 2699, for
17 inaccurate itemized wage statements pursuant to Labor Code sections 226 and 226.3, according
18 to proof;

19 W. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for
20 failing to timely pay all final wages due pursuant to Labor Code sections 201-202;

21 X. For recovery of civil penalties permitted by Labor Code section 2699(f)(2) for
22 failing to pay statutory waiting time penalties due pursuant to Labor Code section 203;

23 Y. For pre- and post-judgment interest to the extent permitted by law including, but
24 not limited to, Labor Code sections 218.6 and 1194;

25 Z. For disgorgement of all amounts wrongfully obtained;

26 AA. For the Plaintiffs to be recognized by the Court as serving as Representatives of
27 the LWDA, that they each be deemed an “aggrieved employee,” and that they be awarded some
28 form of enhanced compensation for bringing this action should they prevail and provide benefit

1 to the State of California or other “aggrieved employees,” subject to the Court’s discretion;

2 BB. For reasonable attorneys’ fees and costs pursuant to statute, including, Labor
3 Code sections 226, 1194, 2699.3, and Code of Civil Procedure section 1021.5; and

4 CC. For such other relief the Court deems just and proper.

5 COHELAN KHOURY & SINGER

7 Dated: July 15, 2024

6 By:  _____

8 Michael D. Singer, Esq.

Isam C. Khoury, Esq.

9 Marta Manus, Esq.

10 Attorneys for Plaintiffs Erik Billups and Kyle
11 Billups, on behalf of themselves and all others
12 similarly situated

DEMAND FOR JURY TRIAL

13 Plaintiffs demand a jury trial of all claims triable as of right by jury.

14 COHELAN KHOURY & SINGER

16 Dated: July 15, 2024

15 By:  _____

17 Isam C. Khoury, Esq.

Michael D. Singer, Esq.

18 Marta Manus, Esq.

19 Attorneys for Plaintiffs Erik Billups and Kyle
20 Billups, on behalf of themselves and all others
21 similarly situated
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