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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

HECTOR SERRANO CRUZ, as and
individual, and on behalf of all others similarly
situated,

Plaintiff,

vs.

AFC CABLE SYSTEMS, INC.; ATKORE
INTERNATIONAL, INC.; ATKORE RMCP,
INC.; ATKORE PLASTIC PIPE
CORPORATION; WALDO OSORIO; DOES
1 through 100, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime Wages
3. Failure to Provide Required Meal Periods
4. Failure to Provide Required Rest Periods
5. Failure to Pay Timely Wages During Employment
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Furnish Accurate, Itemized Wage Statements
8. Failure to Reimburse Necessary

Expenditures

9. Failure to Properly Pay Unused
Vacation Pay

10. Unfair and Unlawful Business
Practices

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

PLAINTIFF HECTOR SERRANO CRUZ (“PLAINTIFF”), as an individual, and on behalf of all others similarly situated, hereby submits this Complaint against AFC CABLE SYSTEMS, INC.; ATKORE INTERNATIONAL, INC.; ATKORE RMCP, INC.; ATKORE PLASTIC PIPE CORPORATION; WALDO OSORIO; and DOES 1 through 100, inclusive (collectively “DEFENDANTS”):

INTRODUCTION

1. This is a class action, , pursuant to Code of Civil Procedure section 382, against AFC CABLE SYSTEMS, INC., ATKORE INTERNATIONAL, INC., ATKORE RMCP, INC., ATKORE PLASTIC PIPE CORPORATION, and any of their respective subsidiaries or affiliated companies within the State of California; WALDO OSORIO; and DOES 1 through 100, inclusive, on behalf of PLAINTIFF and all other current and former non-exempt California employees employed by or formerly employed by DEFENDANTS (“CLASS MEMBERS”).

THE PARTIES

2. PLAINTIFF HECTOR SERRANO CRUZ is a resident of the State of California. At all relevant times herein, PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANTS employed PLAINTIFF as a non-exempt employee, with duties that included, but were not limited to operation and inspection of machinery. PLAINTIFF is informed and believes, and based thereon alleges, that PLAINTIFF HECTOR SERRANO CRUZ worked for DEFENDANTS from approximately February 01, 2019 to approximately December 12, 2023.

1 3. PLAINTIFF is informed and believes and based thereon alleges DEFENDANT
2 AFC CABLE SYSTEMS, INC. is, and at all times relevant hereto was, a corporation, existing,
3 doing business, and employing individuals in the County of San Bernardino, State of California.

4 4. PLAINTIFF is informed and believes and based thereon alleges DEFENDANT
5 ATKORE INTERNATIONAL, INC. is, and at all times relevant hereto was, a corporation,
6 existing, doing business, and employing individuals in the County of San Bernardino, State of
7 California.

8 5. PLAINTIFF is informed and believes and based thereon alleges DEFENDANT
9 ATKORE RMCP, INC. is, and at all times relevant hereto was, a corporation, existing, doing
10 business, and employing individuals in the County of San Bernardino, State of California.

11 6. PLAINTIFF is informed and believes and based thereon alleges DEFENDANT
12 ATKORE PLASTIC PIPE CORPORATION is, and at all times relevant hereto was, a
13 corporation, existing, doing business, and employing individuals in the County of San Bernardino,
14 State of California.

15 7. PLAINTIFF is informed and believes and based thereon alleges DEFENDANT
16 WALDO OSORIO is, and at all times relevant hereto was, an individual residing in California, as
17 well as Manager of Operations for Defendant AFC Cable Systems, Inc.. PLAINTIFF is further
18 informed and believes and based thereon alleges that WALDO OSORIO violated, or caused to be
19 violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor
20 Code section 558.1.

21 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 500, inclusive, are currently unknown to PLAINTIFF,
23 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
24 PLAINTIFF is informed and believes and based thereon alleges that each of the defendants
25 designated herein as DOE is legally responsible in some manner for the unlawful acts referred to
26 herein. PLAINTIFF will seek leave of court to amend this Complaint to reflect the true names and
27 capacities of the defendants designated hereinafter as DOES when such identities become known.
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1 PLAINTIFF is informed and believes, and based thereon alleges, that each defendant acted in all
2 respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
3 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
4 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
5 “DEFENDANTS,” it shall include AFC CABLE SYSTEMS, INC. ATKORE INTERNATIONAL,
6 INC., ATKORE RMCP, INC., ATKORE PLASTIC PIPE CORPORATION, and any of their
7 parent, subsidiary, or affiliated companies within the State of California, as well as WALDO
8 OSORIO and DOES 1 through 100 identified herein.

9 **JOINT LIABILITY ALLEGATIONS**

10 9. PLAINTIFF is informed and believes and based thereon alleges that all the times
11 mentioned herein, each of the DEFENDANTS was the agent, principal, employee, employer,
12 representative, joint venture or co-conspirator of each of the other defendants, either actually or
13 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
14 employment, joint venture, and conspiracy.

15 10. All of the acts and conduct described herein of each and every corporate defendant
16 was duly authorized, ordered, and directed by the respective and collective defendant corporate
17 employers, and the officers and management-level employees of said corporate employers. In
18 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
19 their said employees, agents, and representatives, and each of them; and upon completion of the
20 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
21 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
22 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
23 aforementioned corporate employees, agents and representatives.

24 11. PLAINTIFF is further informed and believes and based thereon alleges that WALDO
25 OSORIO DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-
26 referenced Labor Code provisions in violation of Labor Code section 558.1.

12. PLAINTIFF is informed and believes, and based thereon allege, that there exists such a unity of interest and ownership between DEFENDANTS, and each of them, that their individuality and separateness have ceased to exist.

13. PLAINTIFF is informed and believes, and based thereon alleges that despite the formation of the purported corporate existence of AFC CABLE SYSTEMS, INC. ATKORE INTERNATIONAL, INC., ATKORE RMCP, INC., ATKORE PLASTIC PIPE CORPORATION and DOES 1 through 50, inclusive (the “Alter Ego DEFENDANTS”), they, and each of them, are one and the same with WALDO OSORIO and DOES 51 through 100 (“Individual DEFENDANTS”), and each of them, due to, but not limited to, the following reasons:

- a) The Alter Ego DEFENDANTS are completely dominated and controlled by the Individual DEFENDANTS who personally committed the wrongful and illegal acts and violated the laws as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego DEFENDANTS to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose;
- b) The Individual DEFENDANTS derive actual and significant monetary benefits by and through the Alter Ego DEFENDANTS’ unlawful conduct, and by using the Alter Ego DEFENDANTS as the funding source for the Individual DEFENDANTS’ own personal expenditures;
- c) PLAINTIFF is informed and believes and thereon alleges that the Individual DEFENDANTS and the Alter Ego DEFENDANTS, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose;
- d) PLAINTIFF is informed and believes and thereon alleges that the business affairs of the Individual DEFENDANTS and the Alter Ego DEFENDANTS are, and at all relevant times mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are inextricable confusion. The Alter

1 Ego DEFENDANTS are, and at all relevant times mentioned herein were, used by
2 the Individual DEFENDANTS as mere shells and conduits for the conduct of certain
3 of their, and each of their affairs. The Alter Ego DEFENDANTS are, and at all
4 relevant times mentioned herein were, the alter egos of the Individual
5 DEFENDANTS;

6 e) The recognition of the separate existence of the Individual DEFENDANTS and the
7 Alter Ego DEFENDANTS would promote injustice insofar that it would permit
8 defendants to insulate themselves from liability to PLAINTIFF for violations of the
9 Civil Code, Labor Code, and other statutory violations. The corporate existence of
10 these defendants should thus be disregarded in equity and for the ends of justice
11 because such disregard is necessary to avoid fraud and injustice to PLAINTIFF
12 herein;

13 f) Accordingly, the Alter Ego DEFENDANTS constitute the alter ego of the
14 Individual DEFENDANTS (and vice versa), and the fiction of their separate
15 corporate existence must be disregarded;

16 14. As a result of the aforementioned facts, PLAINTIFF is informed and believes, and
17 based thereon alleges that DEFENDANTS, and each of them, are joint employers.

18 **JURISDICTION AND VENUE**

19 15. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
20 of Civil Procedure section 410.10.

21 16. This Court is the proper Court, and this action is properly filed in San Bernardino
22 County because, among other things San Bernardino County is where the causes of action
23 complained of herein arose; the county in which the employment relationship began; the county in
24 which performance of the employment contract, or part of it, between PLAINTIFF and
25 DEFENDANTS was due to be performed; the county in which the employment contract, or part of
26 it, between PLAINTIFF and DEFENDANTS was actually performed. Moreover, the unlawful acts
27 alleged herein have a direct effect on PLAINTIFF and CLASS MEMBERS in San Bernardino
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1 County, and because DEFENDANTS employ numerous CLASS MEMBERS in San Bernardino
2 County.

3 **PRIVATE ATTORNEYS GENERAL ACT ADMINISTRATIVE PREREQUISITE**

4 17. Pursuant to Labor Code section 2699.3, on April 29, 2024, prior to filing this
5 complaint, PLAINTIFF gave written notice to the Labor Workforce Development Agency
6 (“LWDA”) and to DEFENDANTS, specifying the provisions alleged to have been violated by
7 DEFENDANTS, and including the facts and theories supporting the alleged violations.

8 18. PLAINTIFF intends to allege a cause of action against DEFENDANTS under the
9 California Private Attorneys General Act (“PAGA”). However, under Labor Code section
10 2699.3(a), PLAINTIFF may bring a cause of action under PAGA only after providing notice to the
11 employer and the LWDA of the Labor Code sections alleged to be violated, and either receiving
12 notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed
13 without the LWDA providing notice.

14 19. Pursuant to Labor Code section 2699.3(a)(2)(C), “a PLAINTIFF may as a matter of
15 right amend an existing complaint to add a cause of action arising under [PAGA] within 60 days of
16 the time periods specified in this part.” Accordingly, PLAINTIFF intends to amend this complaint
17 upon the expiration of the 65-day period for the LWDA to provide notice.

18 **GENERAL ALLEGATIONS**

19 20. For at least four (4) years prior to the filing of this action and continuing to the
20 present, DEFENDANTS have, at times, failed to pay overtime wages to PLAINTIFF and CLASS
21 MEMBERS, or some of them, in violation of California state wage and hour laws as a result of,
22 without limitation, PLAINTIFF and CLASS MEMBERS working over eight (8) hours per day,
23 forty (40) hours per week, and seven consecutive work days in a work week without being
24 properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40)
25 hours per week in a work week, and/or hours worked on the seventh consecutive work day in a
26 work week by, among other things, failing to accurately track and/or pay for all minutes actually
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1 worked at the proper overtime rate of pay to the detriment of PLAINTIFF and CLASS
2 MEMBERS.

3 21. For at least four (4) years prior to the filing of this Action and continuing to the
4 present, DEFENDANTS have, at times, failed to pay minimum wages to PLAINTIFF and CLASS
5 MEMBERS, or some of them, in violation of California state wage and hour laws as a result of,
6 among other things, at times, failing to accurately track and/or pay for all hours actually worked at
7 their regular rate of pay that is above the minimum wage to the detriment of PLAINTIFF and
8 CLASS MEMBERS.

9 22. For at least four (4) years prior to the filing of this Action and continuing to the
10 present, DEFENDANTS have, at times, failed to provide PLAINTIFF and CLASS MEMBERS,
11 or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they
12 worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal
13 period for days on which they worked in excess of ten (10) hours in a work day, and failing to
14 provide compensation for such unprovided meal periods as required by California wage and hour
15 laws.

16 23. For at least four (4) years prior to the filing of this action and continuing to the
17 present, DEFENDANTS have, at times, failed to authorize and permit PLAINTIFF and CLASS
18 MEMBERS, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours
19 worked or major fraction thereof and failed to provide compensation for such unprovided rest
20 periods as required by California wage and hour laws.

21 24. For at least three (3) years prior to the filing of this action and continuing to the
22 present, DEFENDANTS have, at times, failed to pay PLAINTIFF and CLASS MEMBERS, or
23 some of them, the full amount of their wages owed to them upon termination and/or resignation as
24 required by Labor Code sections 201 and 202, including for, without limitation, failing to pay
25 overtime wages, minimum wages, and premium wages.

26 25. For at least one (1) year prior to the filing of this Action and continuing to the
27 present, DEFENDANTS have, at times, failed to furnish PLAINTIFF and CLASS MEMBERS, or
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1 some of them, with itemized wage statements that accurately reflect gross wages earned; total
2 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate; the name and address of the legal
4 entity that is the employer; and other such information as required by Labor Code section 226,
5 subdivision (a). As a result thereof, DEFENDANTS have further failed to furnish employees with
6 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

7 26. For at least one (1) year prior to the filing of this action and continuing to the
8 present, DEFENDANTS have, at times, failed to pay PLAINTIFF and CLASS MEMBERS, or
9 some of them, the full amount of their wages for labor performed in a timely fashion as required
10 under Labor Code section 204.

11 27. For at least three (3) years prior to the filing of this action and continuing to the
12 present, DEFENDANTS have, at times, failed to indemnify CLASS MEMBERS, or some of
13 them, for the costs incurred in using cellular phones for work-related purposes.

14 28. For at least four (4) years prior to the filing of this action and continuing to the
15 present, DEFENDANTS have had a consistent policy of failing to provide PLAINTIFF and
16 similarly situated employees or former employees within the State of California with
17 compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor
18 Code section 227.3.

19 29. For at least four (4) years prior to the filing of this action and continuing to the
20 present, DEFENDANTS have had a consistent policy of failing to provide Plaintiffs and similarly
21 situated employees or former employees within the State of California with the rights provided to
22 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
23 245, *et seq.*

24 30. PLAINTIFF, on PLAINTIFF's own behalf and on behalf of CLASS MEMBERS,
25 brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202,
26 203, 204, 226, 226.7, 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and
27 California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages,
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1 payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting
2 time penalties, wage statement penalties, failure to indemnify work-related expenses, failing to
3 pay vested vacation time at the proper rate of pay, other such provisions of California law, and
4 reasonable attorneys' fees and costs.

5 31. PLAINTIFF, on PLAINTIFF's own behalf and on behalf of CLASS MEMBERS,
6 pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an)
7 injunction(s) prohibiting DEFENDANTS from further violating the Labor Code and requiring the
8 establishment of appropriate and effective means to prevent further violations, as well as all
9 monies owed but withheld and retained by DEFENDANTS to which PLAINTIFF and CLASS
10 MEMBERS are entitled, as well as restitution of amounts owed.

11 **CLASS ALLEGATIONS**

12 32. PLAINTIFF brings this action on behalf of PLAINTIFF and CLASS MEMBERS as
13 a class action pursuant to Code of Civil Procedure section 382. PLAINTIFF seeks to represent a
14 class of all current and former non-exempt employees of DEFENDANTS within the State of
15 California at any time commencing four (4) years preceding the filing of PLAINTIFF's complaint
16 up until the time that notice of the class action is provided to the class (collectively referred to as
17 "CLASS MEMBERS").

18 33. PLAINTIFF reserves the right under California Rule of Court rule 3.765, subdivision
19 (b) to amend or modify the class description with greater specificity, further divide the defined class
20 into subclasses, and to further specify or limit the issues for which certification is sought.

21 34. There exists a well-defined community of interests among the CLASS MEMBERS
22 with respect to the claims asserted herein, and the proposed class is readily ascertainable for the
23 following reasons:

- 24 a) Numerosity: The members of the class are so numerous that joinder of all members
25 would be unfeasible and not practicable. While PLAINTIFF does not know the exact
26 number and identity of all Class members, PLAINTIFF alleges, on information and
27 belief, that that there are over seventy-five (75) CLASS MEMBERS employed by
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1 DEFENDANTS within the State of California. Accounting for employee turnover
2 during the relevant periods necessarily increases this number. PLAINTIFF alleges
3 DEFENDANTS' employment records would provide information as to the number
4 and location of all CLASS MEMBERS. Joinder of all members of the proposed
5 Class is not practicable;

6 b) Typicality: The claims of PLAINTIFF herein alleged are typical of those claims
7 which could be alleged by any CLASS MEMBERS, and the relief sought is typical
8 of the relief which would be sought by each Class Member in separate actions.
9 PLAINTIFF and CLASS MEMBERS sustained injuries and damages arising out of
10 and caused by DEFENDANTS' common course of conduct in violation of laws and
11 regulations that have the force and effect of law and statutes as alleged herein.

12 c) Commonality: Common issues of fact and law predominate in this action over any
13 allegedly individual issues. The claims of PLAINTIFF and the CLASS MEMBERS
14 arise from the same events or patterns or practices and are based on the same legal
15 theories. Specifically, the following issues of fact and law, without limitation,
16 predominate and make this action superior to individual actions:

17 i. Whether DEFENDANTS violated Labor Code sections 510 and 1194 by
18 failing to pay PLAINTIFF and the CLASS MEMBERS for all hours worked
19 at a proper overtime rate of pay;

20 ii. Whether DEFENDANTS denied PLAINTIFF and the CLASS MEMBERS
21 all of the wages to which they are entitled by failing to pay for all other time
22 worked at the employee's regular rate of pay and a rate of pay that is greater
23 than the applicable minimum wage;

24 iii. Whether DEFENDANTS violated Labor Code section 512 by not authorizing
25 or permitting PLAINTIFF and CLASS MEMBERS to take compliant meal
26 periods;

- 1 iv. Whether DEFENDANTS violated applicable Wage Orders by not
2 authorizing or permitting PLAINTIFF and CLASS MEMBERS to take
3 compliant rest periods;
- 4 v. Whether DEFENDANTS failed to pay the required rest break or meal
5 premiums to PLAINTIFF and CLASS MEMBERS for all missed rest or meal
6 breaks;
- 7 vi. Whether DEFENDANTS violated Labor Code sections 201 and 202 by
8 failing to pay PLAINTIFF and CLASS MEMBERS upon termination or
9 resignation all wages earned;
- 10 vii. Whether DEFENDANTS have failed to properly provide accurate itemized
11 wage statements as well as keep accurate records as required by California
12 Labor Code section 226 and the applicable Industrial Welfare Commission's
13 ("IWC") Wage Order;
- 14 viii. Whether DEFENDANTS failed to indemnify PLAINTIFF and members of
15 CLASS MEMBERS for all necessary expenditures or losses incurred in
16 direct consequence of the discharge of their duties or by obedience to the
17 directions of DEFENDANTS as required under Labor Code section 2802;
- 18 ix. Whether DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS
19 the proper rate of final pay for unused vacation pay at the time of termination;
- 20 x. Whether DEFENDANTS engaged in unfair business practices under section
21 17200, *et. seq* of the California Business and Professions Code;
- 22 xi. Whether CLASS MEMBERS are entitled to restitution of wages under
23 Business and Professions Code section 17203;
- 24 xii. The effect upon and the extent of damages suffered by PLAINTIFF and
25 CLASS MEMBERS and the appropriate amount of compensation;
- 26 xiii. Whether CLASS MEMBERS are entitled to costs and attorneys' fees;
- 27 xiv. Whether CLASS MEMBERS are entitled to interest.
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1 d) Adequacy of representation: PLAINTIFF will fairly and adequately represent and
2 protect the interest of CLASS MEMBERS. Counsel who represent PLAINTIFF are
3 competent and experienced in litigating wage and hour class actions.

4 e) Superiority of Class Action: A class action is superior to other available means for
5 the fair and efficient adjudication of this controversy. Individual joinder of all
6 CLASS MEMBERS is not practicable, and questions of law and fact common to
7 CLASS MEMBERS predominate over any questions affecting only individual
8 CLASS MEMBERS. CLASS MEMBERS, as further described therein, have been
9 damaged and are entitled to recovery by reason of DEFENDANTS' policies and/or
10 practices that have resulted in the violation of the Labor Code at times, as set out
11 herein. Class action treatment will allow CLASS MEMBERS to litigate their claims
12 in a manner that is most efficient and economical for the parties and the judicial
13 system. PLAINTIFF is unaware of any difficulties that are likely to be encountered
14 in the management of this action that would preclude its maintenance as a class
15 action.

16 35. The prosecution of separate actions by the individual class members, even if possible,
17 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with respect
18 to the individual class members against the defendants herein; and/or (b) legal determinations with
19 respect to individual class members which would, as a practical matter, be dispositive of the other
20 class members' claims who are not parties to the adjudications and/or would substantially impair or
21 impede the ability of class members to protect their interests. Further, the claims of the individual
22 members of the class are not sufficiently large to warrant vigorous individual prosecution
23 considering all of the concomitant costs and expenses attending thereto.

24 36. PLAINTIFF is unaware of any difficulties that are likely to be encountered in the
25 management of this action that would preclude its maintenance as a class action.

26 **FIRST CAUSE OF ACTION**

27 **Failure to Pay Minimum Wages**

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[Cal. Lab. Code §§ 1194, 1197; IWC Wage Orders]
(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

37. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

38. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or former employees of DEFENDANTS covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

39. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

40. For four (4) years prior to the filing of the Complaint in this Action through the present, DEFENDANTS failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of PLAINTIFF and CLASS MEMBERS.

41. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and CLASS MEMBERS have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

42. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, PLAINTIFF and CLASS MEMBERS are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys’ fees and costs of suit.

SECOND CAUSE OF ACTION
Failure to Pay Overtime Wages

[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Orders]
(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

1 43. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
2 this Complaint as though fully set forth herein.

3 44. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or
4 former employees of DEFENDANTS covered by Labor Code sections 510, 1194 and 1199, as well
5 as applicable Wage Orders.

6 45. At all times relevant to this Complaint, Labor Code section 510 was in effect and
7 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
8 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
9 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

10 46. At all times relevant to this Complaint, Labor Code section 510 further provided that
11 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
12 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
13 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
14 pay.”

15 47. Four (4) years prior to the filing of the Complaint in this Action through the present,
16 PLAINTIFF and CLASS MEMBERS, at times, worked for DEFENDANTS during shifts that
17 consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek,
18 and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all
19 hours worked as a result of, including but not limited to, DEFENDANTS failing to accurately track
20 and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of
21 PLAINTIFF and CLASS MEMBERS.

22 48. Accordingly, by requiring PLAINTIFF and CLASS MEMBERS to, at times, work
23 greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight
24 workdays without properly compensating overtime wages at the proper overtime rate of pay,
25 DEFENDANTS, on occasion, willfully violated the provisions of the Labor Code, among others,
26 sections 510, 1194, and applicable IWC Wage Orders, and California law.

49. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

THIRD CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Orders]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

50. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

51. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or former employees of DEFENDANTS covered by Labor Code section 512 and applicable Wage Orders.

52. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

53. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

54. For four (4) years prior to the filing of the Complaint in this Action through the present, PLAINTIFF and CLASS MEMBERS were, at times, not provided complete, timely 30-

1 minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to
2 take them, as permitted. Moreover, at times, DEFENDANTS failed to provide one (1) additional
3 hour of pay at the Class Member's regular rate of compensation on the occasions that CLASS
4 MEMBERS were not provided compliant meal periods.

5 55. By their failure to provide PLAINTIFF and CLASS MEMBERS compliant meal
6 periods as contemplated by Labor Code section 512, among other California authorities, and failing,
7 at times, to provide compensation for such unprovided meal periods, as alleged above,
8 DEFENDANTS willfully violated the provisions of Labor Code section 512 and applicable Wage
9 Orders.

10 56. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and CLASS
11 MEMBERS have suffered damages in an amount, subject to proof, to the extent they were not paid
12 additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

13 57. PLAINTIFF and CLASS MEMBERS are entitled to recover the full amount of their
14 unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial,
15 plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and
16 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Provide Required Rest Periods**

19 [Cal. Lab. Code §§ 226.7, 512; IWC Wage Orders]

20 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
21 DEFENDANTS)

22 58. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
23 this Complaint as though fully set forth herein.

24 59. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or
25 former employees of DEFENDANTS covered by applicable Wage Orders.

26 60. California law and applicable Wage Orders require that employers "authorize and
27 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
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1 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
2 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
3 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
4 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
5 thirty (30) minutes of paid rest period.

6 61. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
7 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
8 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
9 regular rate of compensation for each work day that the rest period is not provided.

10 62. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, PLAINTIFF and CLASS MEMBERS were, at times, not authorized or permitted to take
12 complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or
13 major fraction thereof. Moreover, at times, DEFENDANTS failed to provide one (1) additional
14 hour of pay at the Class Member’s regular rate of compensation on the occasions that CLASS
15 MEMBERS were not authorized or permitted to take compliant rest periods.

16 63. By their failure, at times, to authorize and permit PLAINTIFF and CLASS
17 MEMBERS to take rest periods contemplated by California law, and one (1) additional hour of pay
18 at the employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
19 DEFENDANTS willfully violated the provisions of Labor Code section 226.7 and applicable Wage
20 Orders.

21 64. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and CLASS
22 MEMBERS have suffered damages in an amount, subject to proof, to the extent they were not paid
23 additional pay owed for rest periods that they were not authorized or permitted to take.

24 65. PLAINTIFF and CLASS MEMBERS are entitled to recover the full amount of their
25 unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial,
26 plus interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and
27 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay Timely Wages During Employment**

3 [Cal. Lab. Code § 204]

4 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
5 DEFENDANTS)

6 66. PLAINTIFF incorporate by reference all allegations in the foregoing paragraphs of
7 this Complaint as though fully set forth herein.

8 67. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or
9 former employees of DEFENDANTS covered by Labor Code section 204 and applicable Wage
10 Orders.

11 68. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
12 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
13 during which the labor was performed, and labor performed between the 16th and the last day,
14 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
15 month.”

16 69. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
17 independent and apart from, any other penalty provided in this article, every person who fails to pay
18 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
19 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
20 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
21 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
22 percent of the amount unlawfully withheld.”

23 70. PLAINTIFF is informed and believes, and based thereon alleges, that in the one (1)
24 year before the filing of the Complaint in this Action through the present, DEFENDANTS employed
25 policies and practices that resulted in, at times, not paying PLAINTIFF and CLASS MEMBERS in
26 accordance with Labor Code section 204.

71. Pursuant to Labor Code section 210, PLAINTIFF and CLASS MEMBERS are entitled to recover penalties for DEFENDANTS' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

72. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, PLAINTIFF and CLASS MEMBERS are entitled to recovery of penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Lab. Code §§ 201, 202, 203]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

73. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

74. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or former employees of DEFENDANTS covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

75. Pursuant to Labor Code sections 201 and 202, PLAINTIFF and CLASS MEMBERS were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged CLASS MEMBERS were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. CLASS MEMBERS who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

76. PLAINTIFF is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, DEFENDANTS, due to the failure, at times, to provide overtime wages mentioned above, failed to pay PLAINTIFF and CLASS MEMBERS all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

77. PLAINTIFF is informed and believes DEFENDANTS' failure, at times, to pay PLAINTIFF and CLASS MEMBERS all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. DEFENDANTS had the ability to pay all wages earned by PLAINTIFF and CLASS MEMBERS at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

78. Pursuant to Labor Code section 203, PLAINTIFF and CLASS MEMBERS are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

79. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and CLASS MEMBERS have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

80. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, PLAINTIFF and CLASS MEMBERS are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate, Itemized Wage Statements

[Cal. Lab. Code §§ 226; IWC Wage Orders]

(PLAINTIFF, individually, and on behalf of all similarly situated employees against all
DEFENDANTS)

1 81. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
2 this Complaint as though fully set forth herein.

3 82. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or
4 former employees of DEFENDANTS covered by Labor Code section 226, as well as applicable
5 Wage Orders.

6 83. Pursuant to Labor Code section 226, subdivision (a), PLAINTIFF and CLASS
7 MEMBERS were entitled to receive, semi-monthly or at the time of each payment of wages, an
8 accurate itemized statement that accurately reflects, among other things, gross wages earned; total
9 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate; and the name and address of the legal
11 entity that is the employer, among other things.

12 84. PLAINTIFF is informed and believes, and based thereon alleges, that in the one (1)
13 year before the filing of the Complaint in this Action through the present, DEFENDANTS failed to
14 comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted
15 in their failure, at times, to furnish PLAINTIFF and CLASS MEMBERS with accurate itemized
16 statements that accurately reflect, among other things, gross wages earned; total hours worked; net
17 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
18 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
19 employer, among other things.

20 85. DEFENDANTS' failure to, at times, provide PLAINTIFF and CLASS MEMBERS
21 with accurate wage statements was knowing, intentional, and willful. DEFENDANTS had the
22 ability to provide PLAINTIFF and the other CLASS MEMBERS with accurate wage statements,
23 but, at times, willfully provided wage statements that DEFENDANTS knew were not accurate.

24 86. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and CLASS
25 MEMBERS have suffered injury. The absence of accurate information on CLASS MEMBERS'
26 wage statements at times has delayed timely challenge to DEFENDANTS' unlawful pay practices;
27 requires discovery and mathematical computations to determine the amount of wages owed; causes
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1 difficulty and expense in attempting to reconstruct time and pay records; and led to submission of
2 inaccurate information about wages and amounts deducted from wages to state and federal
3 governmental agencies, among other things.

4 87. Pursuant to Labor Code section 226, subdivision (e), PLAINTIFF and CLASS
5 MEMBERS are entitled to recover \$50 for the initial pay period during the period in which violation
6 of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a
7 subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

8 88. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
9 Procedure section 1032, Civil Code section 3287, PLAINTIFF and CLASS MEMBERS are entitled
10 to recover the full amount of penalties due under Labor Code section 226, subdivision (e),
11 reasonable attorneys' fees, and costs of suit.

12 **EIGHTH CAUSE OF ACTION**

13 **Failure to Reimburse Necessary Expenditures**

14 [Cal. Lab. Code § 2802]

15 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
16 DEFENDANTS)

17 89. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
18 this Complaint as though fully set forth herein.

19 90. At all relevant times, PLAINTIFF and CLASS MEMBERS were employees or
20 former employees of DEFENDANTS covered by Labor Code section 2802 and applicable Wage
21 Orders.

22 91. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify
23 his or her employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties . . ."

25 92. For three (3) years prior to the filing of the Complaint in this Action through the
26 present, DEFENDANTS required PLAINTIFF and CLASS MEMBERS, or some of them, to incur,
27 at times, necessary expenditures or losses in direct consequence of the discharge of their duties or
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1 at the obedience to the directions of DEFENDANTS that included, without limitation: using cellular
2 phones for work-related purposes.

3 93. During that time period, PLAINTIFF is informed and believes, and based thereon
4 alleges that DEFENDANTS failed and refused, and still fail and refuse, at times, to reimburse
5 PLAINTIFF and CLASS MEMBERS for those losses and/or expenditures.

6 94. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and CLASS
7 MEMBERS have suffered damages in an amount subject to proof, to the extent they were not
8 reimbursed for the herein-described losses and/or expenditures.

9 95. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
10 1032, and Civil Code section 3287, PLAINTIFF and CLASS MEMBERS are entitled to recover
11 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
12 costs of suit.

13 **NINTH CAUSE OF ACTION**

14 **Failure to Properly Pay Unused Vacation Pay**

15 [Cal. Lab. Code § 227.3]

16 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
17 DEFENDANTS)

18 96. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
19 this Complaint as though fully set forth herein.

20 97. California Labor Code section 227.3 requires employers to pay terminated
21 employees for their unused paid vacation time at their final rate of pay.

22 98. PLAINTIFF is informed and believes, and based thereon alleges that, at all times
23 relevant hereto, DEFENDANTS promulgated and maintained a uniform policy providing for paid
24 vacations, and that PLAINTIFF's employment contract with DEFENDANTS included paid
25 vacations.

26 99. For at least four (4) years prior to the filing of this action and continuing to the
27 present, DEFENDANTS have had a consistent policy of failing to provide PLAINTIFF and
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1 similarly situated employees or former employees within the State of California with compensation
2 at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

3 100. As a proximate result of DEFENDANTS' failure to pay vested vacation at the final
4 rate of PLAINTIFF and CLASS MEMBERS upon their resignation or termination, DEFENDANTS
5 violated Labor Code section 227.3, entitling PLAINTIFF and CLASS MEMBERS to all vested and
6 unused vacation pay at their final rate of pay, as set out in DEFENDANTS' policy or the contract
7 of employment between PLAINTIFF and CLASS MEMBERS, on the one hand, and
8 DEFENDANTS, on the other hand.

9 101. As a further proximate result of DEFENDANTS' above-described acts and/or
10 omissions, PLAINTIFF and CLASS MEMBERS are entitled to recover reasonable attorneys' fees,
11 costs of suit and prejudgment interest.

12 **TENTH CAUSE OF ACTION**

13 **Unfair and Unlawful Business Practices**

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

15 (PLAINTIFF, individually, and on behalf of all similarly situated employees against all
16 DEFENDANTS)

17 102. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
18 this Complaint as though fully set forth herein.

19 PLAINTIFF is informed and believes and based thereon alleges that the unlawful conduct
20 of DEFENDANTS alleged herein constitutes unfair competition within the meaning of Business
21 and Professions Code section 17200. PLAINTIFF is further informed and believes and based
22 thereon alleges that in addition to the unlawful conduct of DEFENDANTS alleged in the preceding
23 paragraphs, for at least four (4) years prior to the filing of this action and continuing to the present,
24 DEFENDANTS have had a consistent policy of failing to provide PLAINTIFF and similarly
25 situated employees or former employees within the State of California with the rights provided to
26 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
27 245, *et seq.* Due to their unlawful business practices in violation of the Labor Code, DEFENDANTS
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1 have gained a competitive advantage over other comparable companies doing business in the State
2 of California that comply with their obligations to compensate employees in accordance with the
3 Labor Code.

4 As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF and
5 CLASS MEMBERS have suffered injury in fact and lost money or property.

6 Pursuant to Business and Professions Code section 17203, PLAINTIFF and CLASS
7 MEMBERS are entitled to (an) injunction(s) prohibiting DEFENDANTS from further violating the
8 Labor Code and requiring the establishment of appropriate and effective means to prevent further
9 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
10 including interest thereon, in which they had a property interest and which DEFENDANTS
11 nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the
12 money owed to PLAINTIFF and CLASS MEMBERS is necessary to prevent DEFENDANTS from
13 becoming unjustly enriched by their failure to comply with the Labor Code.

14 103. PLAINTIFF and CLASS MEMBERS are entitled to costs of suit under Code of Civil
15 Procedure section 1032 and interest under Civil Code section 3287.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, on behalf of PLAINTIFF and CLASS MEMBERS, PLAINTIFF prays for
18 judgment against DEFENDANTS as follows:

- 19 A. An order certifying this case as a Class Action;
- 20 B. An Order appointing PLAINTIFF as Class representative and appointing
21 PLAINTIFF's counsel as class counsel;
- 22 C. Damages for all wages earned and owed, including minimum and overtime wages
23 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
24 1194, 1197 and 1199 and 227.3;
- 25 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 26 E. Damages for unpaid premium wages from missed meal and rest periods under,
27 among other Labor Code sections, 512, 558.1 and 226.7;
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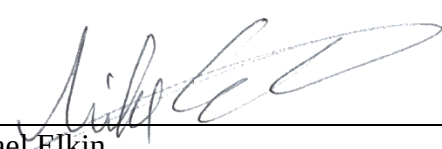
- 1 F. Penalties for inaccurate wage statements under Labor Code sections 226,
2 subdivision (e) and 558.1;
3 G. Waiting time penalties under Labor Code sections 203 and 558.1;
4 H. Penalties to timely pay wages under Labor Code section 210;
5 I. Damages under Labor Code sections 2802 and 558.1;
6 K. Preliminary and permanent injunctions prohibiting DEFENDANTS from further
7 violating the California Labor Code and requiring the establishment of appropriate
8 and effective means to prevent future violations;
9 L. Restitution of wages and benefits due which were acquired by means of any unfair
10 business practice, according to proof;
11 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
12 N. For attorneys' fees in prosecuting this action;
13 O. For costs of suit incurred herein; and
14 P. For such other and further relief as the Court deems just and proper.

15
16 DATED: April 29, 2024

Respectfully Submitted,

17 ELKIN | GAMBOA LLP

18 BIBIYAN LAW GROUP, P.C.

19
20
21 By: 

Michael Elkin

22 David D. Bibiyan

23 Attorneys for Plaintiff Hector Serrano Cruz

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25 **DEMAND FOR TRIAL BY JURY**

26 PLAINTIFF hereby demands a jury trial of all causes of action and claims with respect to
27 which PLAINTIFF has a right to jury trial.

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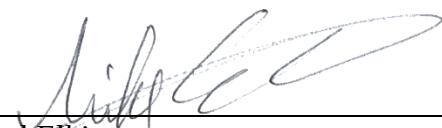
DATED: April 29, 2024

Respectfully Submitted,

ELKIN | GAMBOA LLP

BIBIYAN LAW GROUP, P.C.

By: _____


Michael Elkin

David D. Bibiyan

Attorneys for Plaintiff Hector Serrano Cruz