

Taras Kick (SBN 143379)
Nicholas Rosenthal (SBN 268297)
Greg Taylor (SBN 315128)
THE KICK LAW FIRM, APC
815 Moraga Drive
Los Angeles, California 90049
Telephone: (310) 395-2988
Facsimile: (310) 395-2088
E-mail: Taras@kicklawfirm.com
E-mail: Nick@kicklawfirm.com
E-mail: Greg@kicklawfirm.com

Attorneys for Plaintiff JESUS ROMERO,
individually and on behalf of all others
similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JESUS ROMERO, as an individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

vs.

JMS INTERIORS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CU011474C

**FIRST AMENDED CLASS AND PAGA
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) VIOLATION OF CAL. LABOR CODE
§§ 1194, 1197 AND 1197.1;**
- (2) VIOLATION OF CAL. LABOR CODE
§ 510;**
- (3) VIOLATION OF CAL. LABOR CODE
§§ 201, 202, 203**
- (4) VIOLATION OF CAL. LABOR CODE
§ 226**
- (5) VIOLATION OF CAL. BUS. & PROF.
CODE § 17200, *ET SEQ.***
- (6) PENALTIES UNDER CAL. LABOR
CODE §§ 2698, *ET SEQ.*, PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")**

DEMAND OVER \$35,000.00

1 Plaintiff Jesus Romero (“Plaintiff”) hereby submits this First Amended Class and PAGA
2 Representative Action Complaint (“Complaint”) against Defendant JMS Interiors, Inc., and Does 1
3 through 50 (hereinafter collectively referred to as “Defendants”), on behalf of himself and all other
4 similarly situated current and former employees of Defendants, for penalties and/or damages for
5 violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This class and representative action is within the Court’s jurisdiction under California
8 Labor Code sections 201-203, 226, 510, 1194, and 1197, the applicable Wage Orders of the
9 California Industrial Welfare Commission (“IWC”), Business and Professions Code section 17200
10 et seq. (“UCL”), and the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

11 2. This complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code, the applicable IWC Wage Orders, and the UCL against
13 individuals who worked for Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
15 and severally, have acted intentionally and with deliberate indifference and conscious disregard to
16 the rights of all employees in receiving minimum wages and overtime wages for all hours worked,
17 accurate itemized wage statements, and all earned wages upon separation of employment.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
19 engaged in, among other things a system of willful violations of the California Labor Code and the
20 UCL by creating and maintaining policies, practices and customs that knowingly deny employees
21 the above stated rights and benefits.

22 5. The policies, practices and customs of Defendants described above and below have
23 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
24 routinely adhere to the strictures of the California Labor Code and the UCL.

25 **JURISDICTION AND VENUE**

26 6. The Court has jurisdiction over the violations of the California Labor Code sections
27 201-203, 226, 510, 1194, and 1197, the applicable IWC Wage Orders, the UCL, and PAGA.

7. Venue is proper because Plaintiff worked at Defendants' business location in San Diego County.

PARTIES

8. Plaintiff was employed by Defendants as a non-exempt employee from in or around May 2024 to September 5, 2024.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201-203, 226, 510, 1194, and 1197, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant JMS Interiors, Inc. is a California corporation which maintains operations in the State of California, including its principal address located at 10735 Prospect Avenue, Santee, CA 92071.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and Does 1 through 50 (“Defendants”), are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants’ business, Defendants are subject to California Labor Code sections 201-203, 226, 510, 1194, and 1197, the applicable IWC Wage Orders, the UCL, and PAGA.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff, the class and members of the general public to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other

Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382 of the following Class and subclass:

- a. All current and former non-exempt employees of Defendants in the State of California who were paid wages at any time beginning four years prior to the filing of this action, through the present (the “Class” or “Class Members”).
- b. All current and former non-exempt employees of Defendants in the State of California who were paid wages at any time beginning one year prior to the filing of this action, through the present (the “Wage Statement Subclass”).

1 18. **Numerosity and Ascertainability:** The members of the aforementioned Class and
2 subclass are so numerous that joinder of all members would be impractical, if not impossible. The
3 identity of the members of the Class is readily ascertainable by review of Defendants' records,
4 including payroll records. Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants: (a) recorded rounded down time on employee timesheets, resulting in the failure to pay
6 all earned minimum and/or overtime wages, in violation of Labor Code sections 510, 1194, 1197
7 and 1197.1; (b) failed to timely pay all earned wages during employment and upon termination to
8 separating employees, in violation of Labor Code sections 204 and 201-203; (c) failed to furnish
9 employees with wage statements listing the pay period start date in violation of Labor Code section
10 226; and (d) engaged in Unfair Business Practices in violation of the UCL, the California Labor
11 Code, and the applicable IWC Wage Orders.

12 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
13 necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's
14 attorneys are ready, willing and able to fully and adequately represent the class and the individual
15 Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past
16 and currently have a number of wage-and-hour class actions pending in California courts.

17 20. Defendants uniformly administered a corporate policy and practice of: (a) recording
18 rounded down time on employee timesheets, thereby failing to pay all earned minimum and/or
19 overtime wages, in violation of Labor Code sections 510, 1194, 1197 and 1197.1; (b) failing to
20 timely pay all earned wages during employment and upon termination to separating employees, in
21 violation of Labor Code sections 204 and 201-203; (c) failing to furnish employees with wage
22 statements listing the pay period start date, in violation of Labor Code section 226; and (d) engaging
23 in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable
24 IWC Wage Orders.

25 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a
26 consistent and uniform policy, practice and procedure of willfully failing to comply with California
27 Labor Code sections 201-203, 204 226, 510, 1194, and 1197, the applicable IWC Wage Orders, and
28 the UCL.

1 22. **Common Question of Law and Fact:** There are predominant common questions of
2 law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
3 Defendants' policy and practice of: (a) recording rounded down time on employee timesheets,
4 thereby failing to pay all earned minimum and/or overtime wages, in violation of Labor Code
5 sections 510, 1194, 1197 and 1197.1; (b) failing to timely pay all earned wages during employment
6 and upon termination to separating employees, in violation of Labor Code sections 204 and 201-
7 203; (c) failing to furnish employees with wage statements listing the pay period start date, in
8 violation of Labor Code section 226; and (d) engaging in Unfair Business Practices in violation of
9 the UCL, the California Labor Code, and the applicable IWC Wage Orders.

10 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
11 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner as
12 the Class members. Plaintiff, like all other Class members, was a non-exempt employee of
13 Defendants in the State of California during the period beginning four years prior to the filing of this
14 action, through the present. Defendants specifically instructed Plaintiff, as they did with all other
15 Class members, to list a set number of hours on his timesheets. The hours provided by Defendants
16 were always rounded down and less than the actual hours worked. As a result, Plaintiff, like other
17 Class members, was paid based on the inaccurate, underreported hours, rather than the actual hours
18 worked. As such, Plaintiff has suffered the alleged violation of California Labor Code sections 510,
19 1194, 1197, and 1197.1. By failing to timely pay Plaintiff and Class members all wages earned,
20 Defendants also violated California Labor Code section 204. To date, Plaintiff has yet to receive the
21 unpaid minimum and overtime wages owed to him. Thus, Defendants are liable for waiting time
22 penalties under Labor Code section 203. As with other Class members, Plaintiff received wage
23 statements from Defendants which failed to list the pay period start date, as required by Labor Code
24 section 226(a)(6). Moreover, Plaintiff was a non-exempt employee of Defendants in the State of
25 California during the period beginning one year prior to the filing of this action, through the present.
26 Therefore, Plaintiff is a member of the Class, as well as the Wage Statement Subclass, and has
27 suffered the alleged violations of Labor Code sections 201-203, 204, 226, 510, 558, 1194, and 1197,
28 the applicable IWC Wage Orders, and the UCL.

1 24. The California Labor Code sections upon which Plaintiff bases these claims are
2 broadly remedial in nature. These laws and labor standards serve an important public interest in
3 establishing minimum working conditions and standards in California. These laws and labor
4 standards protect the average working employee from exploitation by employers who may seek to
5 take advantage of superior economic and bargaining power in setting onerous terms and conditions
6 of employment.

7 25. The nature of this action and the format of laws available to Plaintiff and members
8 of the Class identified herein make the class action format a particularly efficient and appropriate
9 procedure to redress the wrongs alleged herein. If each employee were required to file an individual
10 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their
12 vastly superior financial and legal resources. Requiring each Class Member to pursue an individual
13 remedy would also discourage the assertion of lawful claims by employees who would be disinclined
14 to file an action against their former and/or current employer for real and justifiable fear of retaliation
15 and permanent damage to their careers at subsequent employment.

16 26. The prosecution of separate actions by the individual class members, even if possible,
17 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
18 Class members against the Defendants and which would establish potentially incompatible standards
19 of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members
20 which would, as a practical matter, be dispositive of the interest of the other Class members not
21 parties to the adjudications or which would substantially impair or impede the ability of the Class
22 members to protect their interests. Further, the claims of the individual members of the Class are not
23 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs
24 and expenses.

25 27. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation described herein is unlawful and creates an entitlement to recovery
27 by Plaintiff and the classes identified herein of a common fund, including interest thereon, applicable
28 penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor

Code sections 201-203, 218.5, 218.6, 226, 510, 1194, 1197, 1197.1 and Code of Civil Procedure section 1021.5.

28. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

29. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 1194 and 1197

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

31. This cause of action is brought pursuant to Labor Code sections 1194, and 1197, which require an employer to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek.

32. As a pattern and practice, Defendants suffered and permitted Class Members to work without payment of minimum wages for all hours worked in a workday and workweek. Specifically, Defendants instructed Class members to list a set number of hours on their timesheets. The hours provided by Defendants were always rounded down and less than the actual hours worked. As a result, Class members were paid based on the inaccurate, underreported hours, rather than the actual hours worked. Accordingly, Class members did not receive payment of at least minimum wage for all time worked.

33. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay Class Members wages due and owing to them. Defendants' willful and intentional failure to provide wages due and owing to separated Class Members resulted in continued payment

1 of wages up to thirty (30) days from the time the wages are due. Therefore, all member of the Class
2 who have separated from employment are entitled to compensation as per Labor Code section 203.

3 34. Such a pattern, practice and uniform administration of corporate policy regarding
4 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery
5 by Plaintiff, the Class in a civil action, for the unpaid balance of the full amount of damages owed,
6 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
7 California Labor Code sections 201, 202, 203, 1194, and 1197.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE §§ 510 AND 1194**

10 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

11 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
12 fully set forth herein.

13 36. This cause of action is brought pursuant to Labor Code sections 510 and 1194, which
14 require an employer to pay employees overtime at a rate of one and one-half the employee's regular
15 rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

16 37. As a pattern and practice, Defendants suffered and permitted Class Members to work
17 in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay.
18 Specifically, Defendants instructed Class members to list a set number of hours on their timesheets.
19 The hours provided by Defendants were always rounded down and less than the actual hours worked.
20 As a result, Class members were paid based on the inaccurate, underreported hours, rather than the
21 actual hours worked. Class Members did not receive the payment of all earned overtime wages.

22 38. Plaintiff is informed and believes and based thereon alleges that Defendants willfully
23 failed to pay Class Members wages due and owing to them. Defendants' willful and intentional
24 failure to provide overtime wages due and owing to separated Class Members resulted in continued
25 payment of wages up to thirty (30) days from the time the wages are due. Therefore, all member of
26 the Class who have separated from employment are entitled to compensation as per Labor Code
27 section 203.

1 39. Such a pattern, practice and uniform administration of corporate policy regarding
2 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery
3 by Plaintiff, the Class in a civil action, for the unpaid balance of the full amount of damages owed,
4 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
5 California Labor Code sections 201, 202, 203, 510 and 1194.

6 **THIRD CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE §§ 201, 202, 203**

8 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

9 40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
10 fully set forth herein.

11 41. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to
12 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
13 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
14 the time of discharge are due and payable immediately.

15 42. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
16 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
17 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
18 in which case the employee is entitled to his or her wages at the time of quitting.

19 43. California Labor Code § 203 provides that if an employer willfully fails to pay, in
20 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
21 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
22 compensation to the employee at the same rate for up to 30 workdays.

23 44. During the period beginning four years prior to the filing of this action, through the
24 present, Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff
25 and Class Members in accordance with California Labor Code §§ 201 and 202.

26 45. As a result, Plaintiff and Class Members are entitled to all available statutory
27 penalties, including the waiting time penalties provided in California Labor Code § 203, together
28 with interest thereon, as well as other available remedies.

46. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and the Class have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 201-203, 1194, and 1197.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

**(BY PLAINTIFF AND THE WAGE STATEMENT SUBCLASS AGAINST ALL
DEFENDANTS)**

47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

48. Defendants, as a matter of policy and practice, failed to provide employees with accurate itemized wage statements, as required by Labor Code section 226.

49. California Labor Code section 226(a)(6) mandates that an employer must provide employees with wage statements showing the inclusive dates of the pay period for which the employee is paid. Here, the wage statements issued by Defendants to Class Members failed to list the pay period start date as required by Labor Code section 226(a)(6). Instead, the wage statements only list a pay period end date.

50. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff, the Class and the Wage Statement Subclass identified herein, in a civil action, for all penalties pursuant to Labor Code section 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code section 226.

FIFTH CAUSE OF ACTION

VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

52. Defendants have engaged and continues to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, including by paying Class members based on the inaccurate timesheets in which the hours were rounded down, rather than the actual hours worked, in violation of Labor Code sections 510, 1194, 1197 and 1197.1.

53. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

54. Plaintiff seeks, individually and on behalf of other members of the Class, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

SIXTH CAUSE OF ACTION

REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER

PAGA, LABOR CODE §§ 2698, ET SEQ.

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

56. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff and Aggrieved Employees were employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff and Aggrieved Employees.¹

57. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698–2699.5, Plaintiff and Aggrieved Employees will seek to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 204, 226(a)(6), 510,

¹For purposes of Plaintiff's claim under PAGA, the term "Aggrieved Employees" refers to all current and former non-exempt employees of Defendant in the State of California who were paid wages at any time from September 11, 2023, through the present.

1194, 1197, and 1197.1, and applicable IWC Wage Orders, from Defendants in a representative action for the violations set forth above. Plaintiff and Aggrieved Employees will also be entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

58. These penalties are in addition to any other relief available under the Labor Code.

59. Pursuant to California Labor Code §§ 2699.3, Plaintiff gave written notice on September 11, 2024, by online filing to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. As more than sixty-five (65) days have passed and the LWDA has not provided notice to Plaintiff that it intends to investigate the alleged violations, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA against Defendants on behalf of the State of California, himself and other Aggrieved Employees of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed classes;
2. For an order appointing Plaintiff as the representative of the classes described herein;
3. For an order appointing counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code sections 201, 202, 203, 1194, and 1197, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to Labor Code sections 201, 202, 203, 510, and 1194, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code sections 201-203 and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;

1 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly effected
2 members of the general public of all funds unlawfully acquired by Defendants by means of any acts
3 or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et*
4 *seq.*;

5 9. Upon the Sixth Cause of Action, for all PAGA civil penalties and other recoveries
6 according to proof including, but not limited to, the amount of any and all civil penalties or other
7 amounts authorized by California Labor Code §§ 204, 226(a)(6), 510, 1194, 1197, and 1197.1, and
8 2699, and applicable IWC Wage Orders or any other applicable civil penalty provisions authorized
9 under California law; and

10 10. On all causes of action for attorneys' fees and costs as provided by California Labor
11 Code §§ 201-203, 204, 218.5, 218.6, 226, 510, 1194 and 1197, and Code of Civil Procedure §
12 1021.5; and

13 11. For such other and further relief the Court may deem just and proper.

14 Respectfully submitted,

15 DATED: November 15, 2024

THE KICK LAW FIRM, APC

16
17 By: 
18 Nick Rosenthal
19 Greg Taylor
20 Attorneys for Plaintiff JESUS ROMERO,
21 individually and on behalf of all others similarly
22 situated
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