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HUMBERTO BELTRAN CAMPOS, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)**

HUMBERTO BELTRAN CAMPOS, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

vs.

MARK GLATT; and DOES 1 to 25,
inclusive,

Defendant(s).

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

Case No.: **25STCV09123**

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, HUMBERTO BELTRAN CAMPOS (hereafter “Plaintiff”), on behalf of
2 himself and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Orders No. 10-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against MARK GLATT
7 and DOES 1 to 25, inclusive (“GLATT” or “Defendant”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
9 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
10 related relief. These claims are based on Defendant’s failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements;

19 (H) Issue statements of sick leave available; and

20 (I) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

23 **II. THE PARTIES**

24 3. Plaintiff Humberto Beltran Campos is a resident of California. At all relevant
25 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
26 Regulations Section 11100 and an “Aggrieved Employee” within the meaning of Labor Code
27 Section 2699(c).

28 4. At all times mentioned herein, Defendant Mark Glatt is and was a business,

1 form unknown., located at 911 Crescent Dr., Monrovia, CA 91016, and which employed
2 Plaintiff. As such, it is a citizen of California based on Plaintiff's information and belief.

3 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
5 is informed and believes and thereon alleges that said defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
8 defendants when ascertained.

9 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
12 and scope of such agency or employment, and with the approval and ratification of each of the
13 other Defendants.

14 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
16 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
17 Members or otherwise complying with their rights in accordance with applicable California
18 labor laws as alleged herein.

19 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
21 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
22 below-described class in accordance with applicable laws as alleged herein.

23 **III. CLASS ALLEGATIONS**

24 9. This action has been brought and may be maintained as a class action pursuant
25 to California Code of Civil Procedure section 382 because there is a well-defined community
26 of interest among the persons who comprise the readily ascertainable class defined below and
27 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
28 as a class action.

1 10. **Class Definition:** The Class is defined as follows: All persons Defendant
2 employed in California as hourly, non-exempt employees, at any time during the period
3 beginning four years prior to the filing of this action and ending on the date that final judgment
4 is entered in this action (“Class” or “Class Members”).

5 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
6 the right to amend or modify the class definition with greater specificity, by further division
7 into subclasses and/or by limitation to particular issues.

8 12. **Numerosity:** The Class Members are so numerous that the individual joinder
9 of each individual Class Member is impractical. While Plaintiff does not currently know the
10 exact number of Class Members, Plaintiff is informed and believes that the actual number
11 exceeds the minimum required for numerosity under California laws.

12 13. **Commonality and Predominance:** Common questions of law and fact exist as
13 to all Class Members and predominate over any questions which affect only individual Class
14 Members. These questions include, but are not limited to:

15 A. Whether Defendant failed to pay all wages earned to Class Members for
16 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
17 meal period premium and rest period premium wages;

18 B. Whether Defendant failed to provide the Class Members with all meal
19 periods in compliance with California law;

20 C. Whether Defendant failed to authorize and permit the Class Members to
21 take all rest periods in compliance with California law;

22 D. Whether Defendant failed to indemnify the Class Members for the
23 reasonable expenses they incurred during the course of performing their duties;

24 E. Whether Defendant knowingly and intentionally failed to provide the
25 class with accurate and complete itemized wage statements;

26 F. Whether Defendant failed to provide the Class Members with paid sick
27 leave and/or statements of sick leave available;

28 G. Whether Defendant willfully failed to provide the class with timely

1 wages during and upon termination of employment;

2 H. Whether Defendant engaged in unfair competition within the meaning of
3 Business and Professions Code sections 17200, et seq., with respect to the Class; and

4 I. Whether Class Members are entitled to restitution of money or property
5 that Defendant may have acquired from them through alleged Labor Code violations.

6 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
7 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
8 practice, or lack thereof, which resulted in Defendant failing to comply with the California
9 Labor Code, the Wage Order, and the Business and Professions Code.

10 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
11 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of
12 absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of
13 Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class
14 Members.

15 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
16 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
17 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
18 on behalf of Plaintiff and absent Class Members.

19 17. **Superiority:** A class action is vastly superior to other available means for fair
20 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
21 the Court. Class action treatment will allow a number of similarly situated persons to
22 simultaneously and efficiently prosecute their common claims in a single forum without the
23 unnecessary duplication of effort and expense that numerous individual actions would entail.
24 In addition, the monetary amounts due to many individual Class Members are likely to be
25 relatively small and would thus make it difficult, if not impossible, for individual Class
26 Members to both seek and obtain relief. Moreover, a class action will serve an important
27 public interest by permitting Class Members to effectively pursue the recovery of monies
28 owed to them. Further, a class action will prevent the potential for inconsistent or

1 contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. GLATT first began to employ Campos in or around July/August 2022 as a
4 horse rider. Campos worked at the Santa Anita Park located at 285 W Huntington Dr, Arcadia,
5 CA 91007 where the horses were kept. Campos's job duties included riding horses in the
6 morning and taking horses to the track. Campos would ride about 8 to 12 horses during each
7 work shift. After riding the horses, Campos would take off the saddles and clean them, among
8 other tasks. Campos generally worked six days a week, Sunday through Friday, from
9 4:00/4:30 a.m. until 9:00/9:45/10:00 a.m. Upon being hired, Campos was informed by GLATT
10 that he would be paid \$20 per horse. Campos' employment on or around September 30, 2024

11 19. At all relevant times, GLATT issued wages to Campos and all of the other
12 Class Members on a biweekly basis and paid them by the hour or per horse. At all relevant
13 times, GLATT classified Campos and all of the other Class Members as non-exempt
14 employees entitled to the protections of the Labor Code and the Wage Order. GLATT
15 employed Campos and all of the Class Members more than six, eight, and ten hours per day.

16 20. GLATT failed to pay Campos and other Class Members for all time worked or
17 subject to its control. Campos and the other Class Members were not paid for all hours worked
18 and consistently worked "off the clock" in that the company had a policy and practice of
19 rounding down work hours to the detriment of employees, which is akin to a minimum wage
20 violation. There was no formal clock-in/clock out system and Campos never filled out any
21 timesheets. In order to make it seem legitimate, GLATT manufactured pay stubs that look like
22 they have accurate numbers on them, including the hourly rate and hours worked. However, as
23 mentioned above, Campos never punched in or out and his paystubs were always for 80 hours
24 worked. The total hours worked on the pay stubs are manufactured numbers, created out of
25 thin air to give the pay stubs the air of legitimacy.

26 21. Due to the above "off the clock" violations, GLATT failed to pay Campos and
27 the Class Members properly-calculated overtime wages. The Class Members' actual work
28 hours, which included the "off the clock" work as described above, entitled them to overtime,

1 however, it was not company policy to keep accurate track of all hours worked and to pay
2 employees the accurate amount of overtime, especially since the “off the clock” work was not
3 factored into the equation. Furthermore, any incentive payments and/or bonus payments were
4 not factored into employees’ regular rate of pay for purposes of deciphering the correct
5 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
6 the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC*
7 (2021) 11 Cal. 5th 858, 863.

8 22. GLATT failed to provide all compliant meal periods and authorize and permit
9 all compliant rest periods to which Campos and the other Class Members were entitled.
10 Campos and other Class Members were entitled to take off-duty, uninterrupted 30-minute
11 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
12 periods for every four hours or major fraction thereof worked. Campos would not be able to
13 take timely, uninterrupted meal periods before the 5th or 10th hour worked. On information
14 and belief, GLATT did not keep track of Campos’s and the Class Members’ meal periods. Per
15 *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially
16 show an employee took a compliant meal period, a rebuttable presumption arises that the
17 employer failed to provide it, giving rise to a meal period violation. Receiving a thirty-minute
18 uninterrupted meal break was not part of the company culture and was not enforced by
19 GLATT. It was the normal practice and custom of GLATT not to authorize, permit, and
20 enforce statutory meal periods. In fact, Campos never received any meal breaks whatsoever,
21 despite his shifts being longer than 5 hours. Furthermore, there was no meal break waiver
22 signed and there was no agreement to waive meal breaks. Similarly, Campos and the other
23 Class Members were not able to take their two 10-minute rest breaks. Like the meal periods, it
24 was not company policy and not part of the company culture for employees such as Campos
25 and others to take rest breaks. As such, the culture at GLATT did not lend itself to the
26 employees receiving statutory breaks wherein they were relieved of all work duties. On
27 information and belief, GLATT did not provide premium wages for these meal and rest break
28 violations; if GLATT did provide premium wages, they were not paid at the correct rate, as

1 explained above.

2 23. GLATT failed to reimburse Campos and the other Class Members for business
3 expenses they incurred in direct consequence of the discharge of their duties. GLATT required
4 Campos and the Class Members to purchase uniform items and use their own personal cell
5 phones to communicate with management concerning work matters. During his employment,
6 GLATT required Campos to purchase a helmet, as well as a special vest, special gloves, and
7 boots for horse riding. GLATT and his management team, including supervisor Melissa
8 Saldana also contacted Campos and the other Class Members on their personal mobile phones
9 regarding work matters. However, GLATT did not provide Campos and the others with
10 mobile phones and did not reimburse Campos and the other Class Members for their uniform
11 and mobile phone expenses. Accordingly, GLATT was in violation of California Labor Code
12 sections 2800 and 2802.

13 24. GLATT failed to pay its employees all wages due to them within any time
14 period specified by California Labor Code section 204, including the minimum wages and
15 overtime as described above as well as meal/rest break premiums.

16 25. GLATT did not provide Campos and other Class Members accurate, itemized
17 wage statements. Wage statements must include, among other things, total hours worked by
18 the employee. Labor Code § 226(a)(2). GLATT issued wage statements that inaccurately
19 reflected total hours worked, gross and net wages earned, and the number of hours worked at
20 each hourly rate because of GLATT's failure to properly pay wages as explained herein. Labor
21 Code §§ 226(a)(1), (2), (5), (9). GLATT's failure to maintain accurate records as to the hours
22 worked daily by employees also constitutes a violation of Labor Code section 1174(d).

23 26. GLATT failed to separately compensate Campos and all of the other Class
24 Members for rest and recovery periods and other nonproductive time in violation of Labor
25 Code section 226.2. GLATT failed to provide Campos and all of the other Class Members
26 with statements of the total hours of compensable rest and recovery periods, the rate of
27 compensation, and the gross and net wages paid for those activities during the pay period.

28 27. Finally, because GLATT did not properly pay all wages earned as explained

1 herein, GLATT also failed to pay final wages owed to Campos and other Class Members in
2 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
3 and compensation for all hours worked, overtime compensation, premium pay for missed meal
4 and rest breaks, and business expense reimbursement, among others.

5 28. Moreover, GLATT failed to provide paid sick leave and/or correctly calculated
6 sick leave wages to Campos and the other Class Members and failed to provide Campos and
7 all of the other Class Members with statements of sick leave available, or paid time off in lieu
8 of sick leave, in violation of Labor Code sections 233 and 246.

9 29. GLATT has also violated Labor Code section 558 and engaged in business
10 practices which violate Business and Professions Code Section 17200.

11 30. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
12 unlawful practices and policies, Plaintiff and the Class Members were:

- 13 A. Not provided with all off duty meal periods;
- 14 B. Not authorized and permitted to take all rest break periods;
- 15 C. Not paid one hour's pay for each workday in which Defendant failed to
16 authorize and permit them to take one or more timely rest periods;
- 17 D. Not paid one hour's pay for each workday in which Defendant failed to
18 provide them with one or more timely meal periods;
- 19 E. Not paid all wages earned, including, but not limited to, minimum,
20 regular, overtime, and doubletime wages for work performed while clocked out;
- 21 F. Not indemnified for all necessary business expenditures incurred during
22 the discharge of their duties;
- 23 G. Not provided with accurate and complete wage statements;
- 24 H. Not provided with statements of sick leave available; and
- 25 I. Not timely paid all earned and unpaid wages during employment and at
26 the time their employment ended.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

3 **AT THE CORRECT RATES OF PAY**

4 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 31. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

7 32. At all relevant times, Plaintiff and the Class Members have been employees of
8 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
9 1197, and 1198, and the Wage Order.

10 33. Section 2(H) of the Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of an employer, and includes all the time the
12 employee is suffered or permitted to work, whether or not required to do so.”

13 34. Section 3 of the Wage Order states:

14 (A) Daily Overtime - General Provisions

15 (1) The following overtime provisions are applicable to
16 employees 18 years of age or over and to employees 16 or
17 17 years of age who are not required by law to attend
18 school and are not otherwise prohibited by law from
19 engaging in the subject work. Such employees shall not
20 be employed more than eight (8) hours in any workday or
21 more than 40 hours in any workweek unless the employee
22 receives one and one-half (1 ½) times such employee’s
23 regular rate of pay for all hours worked over 40 hours in
24 the workweek. Eight (8) hours of labor constitutes a day’s
25 work. Employment beyond eight (8) hours in any
26 workday or more than six (6) days in any workweek is
27 permissible provided the employee is compensated for
28 such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in
any workday, and for the first eight (8) hours
worked on the seventh (7th) consecutive day of
work in a workweek.

(b) Double the employee’s regular rate of pay for

all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

35. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

36. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

37. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

38. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

39. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

40. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 41. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 42. As described above, at all relevant times during the applicable limitations
11 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
12 including, but not limited to minimum, regular, overtime and doubletime wages for all
13 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
14 correct rates of pay.

15 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s
17 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
18 rates of pay as required by California law.

19 **A. FAILURE TO PROVIDE SICK LEAVE**

20 44. Labor Code section 233 states
21 Any employer who provides sick leave for employees shall permit an employee
22 to use in any calendar year the employee’s accrued and available sick leave
23 entitlement, in an amount not less than the sick leave that would be accrued
24 during six months at the employee’s then current rate of entitlement, for the
25 reasons specified in subdivision (a) of Section 246.5.

26 45. Labor Code section 246(a)(1) states
27 An employee who, on or after July 1, 2015, works in California for the same
28 employer for 30 or more days within a year from the commencement of
employment is entitled to paid sick days as specified in this section.

46. Labor Code section 246.5 states
(a) Upon the oral or written request of an employee, an employer
shall provide paid sick days for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

...

(c) (1) An employer shall not deny an employee the right to use accrued sick days ...

47. The Defendant failed to provide Plaintiff and the Class Members with paid sick leave.

48. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant's failure to pay Plaintiff and the other Class Members sick leave as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

49. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

50. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendant and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

51. In relevant part, Labor Code § 1198 states,
"The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

52. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for

employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

53. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

54. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

55. Defendant intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

56. At all relevant times, Defendant failed to authorize and permit Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize and permit Plaintiff and the other Class Members to take timely rest periods.

57. At all relevant times, Defendant failed to authorize and permit Plaintiff and the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or

1 major fraction thereof. Defendant did not seek an exemption from the rest period protections
2 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
3 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
4 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
5 major fraction thereof.

6 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times
7 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
8 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
9 take all rest breaks required by California law.

10 59. Defendant failed to provide Plaintiff with all required rest breaks in
11 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
12 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
13 lack of a policy which resulted in Defendant not providing the Class Members with all rest
14 breaks required by California law.

15 60. Defendant failed to pay Plaintiff the additional wages required by California
16 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
17 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
18 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
19 providing the Class Members with additional wages for all rest breaks not provided to them as
20 required by California Labor Code § 226.7.

21 61. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
22 have suffered damages in amounts subject to proof to the extent they were not paid additional
23 wages owed for all rest breaks not provided to them.

24 62. By reason of the above, Plaintiff and the Class Members are entitled to
25 premium wages for workdays in which one or more rest breaks were not provided to them
26 pursuant to California Labor Code § 226.7.

27 ///

28 ///

employee's regular rate of compensation for each workday that the meal period is not provided.

68. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

69. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

70. As described above, Defendant intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

71. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy which resulted in Defendant not providing the and the Class Members with all timely and off-duty meal periods required by California law.

72. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional

1 wages owed for all meal periods not provided to them.

2 73. By reason of the above, Plaintiff and the Class Members are entitled to
3 premium wages for workdays in which one or more meal periods were not provided to them
4 pursuant to California Labor Code § 226.7.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code §§ 1198 & 2802)**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 75. At all relevant times, Plaintiff and the Class Members were employees of
11 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and
12 2802, and the Wage Order.

13 76. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
14 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
15 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

16
17 (A) When uniforms are required by the employer to be worn by the employee as
18 a condition of employment, such uniforms shall be provided and maintained by
the employer.

19 ...

20 (B) When tools or equipment are required by the employer or are necessary to
21 the performance of a job, such tools and equipment shall be provided and
22 maintained by the employer, except that an employee whose wages are at least
23 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

24 Wage Order, § 9(A) and (B).

25 77. California Labor Code § 1198 prohibits employers from employing their
26 employees under conditions prohibited by the Wage Order.

27 78. As described above, at all relevant times, Defendant required Plaintiff and the
28 Class Members to incur certain business expenses in the course of performing their duties,

1 including but not limited to uniform items and use of their own personal mobile phones.
2 However, Defendant did not provide these items and did not reimburse Plaintiff and the Class
3 Members for these business expenses.

4 79. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
5 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant's
6 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
7 during the course of performing their duties.

8 80. Accordingly, with respect to this cause of action, on behalf of himself and the
9 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
10 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(California Labor Code Section 226)**

14 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

15 81. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 82. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
17 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
18 itemized statement showing:

19 A. Gross wages earned;

20 B. Total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

23 C. The number of piece rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis;

25 D. All deductions, provided that all deductions made on written orders of the
26 Employee may be aggregated and shown as one item;

27 E. Net wages earned;

28 F. The inclusive dates of the period for which the employee is paid;

1 G. The name of the employee and his or her social security number, except
2 that by January 1, 2008, only the last four digits of his or her social security number or an
3 employee identification number other than a social security number may be shown on the
4 itemized statement;

5 H. The name and address of the legal entity that is the employer; and

6 I. All applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 83. Pursuant to California Labor Code § 226, an employee is deemed to suffer
9 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
10 suffer injury if the employer fails to provide accurate and complete information as required by
11 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
12 from the wage statement alone one or more of the following:

13 A. The amount of the gross wages or net wages paid to the employee during
14 the pay period or any of the other information required to be provided on the itemized wage
15 statement pursuant to California Labor Code § 226(a);

16 B. Which deductions the employer made from gross wages to determine the
17 net wages paid to the employee during the pay period;

18 C. The name and address of the employer and, if the employer is a farm
19 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
20 name and address of the legal entity that secured the services of the employer during the pay
21 period;

22 D. The name of the employee and only the last four digits of his or her social
23 security number or an employee identification number other than a social security number; and

24 E. The number of piece-rate units earned and the piece rate.

25 84. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
26 means a reasonable person would be able to readily ascertain the information without
27 reference to other documents or information.

28 85. As alleged herein, at all relevant times during the applicable limitations period,

1 Defendant violated California Labor Code section 226 because they did not properly and
2 accurately itemize each employee's gross wages earned, net wages earned, the total hours
3 worked, the corresponding number of hours worked at each rate by the employee and other
4 requirements of California Labor Code section 226. Defendant failed to state in the wage
5 statements they issued to Plaintiff and the other Class Members all their hours worked and
6 wages earned, including, but not limited to, regular and overtime wages for work they
7 performed off-the-clock after clocking-out (as described above). Defendant knowingly and
8 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
9 employee's wages, or separately if wages are paid by personal check or cash, statements to
10 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages
11 earned, all regular wages earned, all meal period premium wages earned, all rest break
12 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
13 worked at each rate of pay.

14 86. Defendant's failure to provide Plaintiff and the other Class Members with
15 accurate wage statements was knowing and intentional. Defendant had the ability to provide
16 Plaintiff and the other Class Members with accurate wage statements but intentionally
17 provided wage statements that Defendant knew were not accurate.

18 87. As a result of being provided with inaccurate wage statements by Defendant,
19 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
20 accurate wage statements were violated and they were misled about the amount of wages they
21 had actually earned and were owed. In addition, the absence of accurate information on their
22 wage statements prevented immediate challenges to Defendant's unlawful pay practices, has
23 required discovery and mathematical computations to determine the amounts of wages owed,
24 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
25 led to the submission of inaccurate information about wages to state and federal government
26 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
27 wage statements whether Defendant complied with their obligations under California Labor
28 Code section 226(a).

88. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION
FAILURE TO PAY WAGES OWED EVERY PAY PERIOD
(Lab. Code §§ 204)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

89. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

90. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

91. At all times relevant during the liability period, Defendant failed to pay Plaintiff and the Class Members the full amount of all owed wages when due as required by California Labor Code Section 204.

92. Defendant failed to pay Plaintiff and the Class Members all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class Members wages for all hours worked, including overtime hours and premium pay for missed rest breaks and meal breaks.

93. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendant's records or indirectly based on information from Defendant's records.

94. Under this cause of action, Plaintiff prays for penalties on behalf of himself and Class Members due under the statutes alleged along with any allowable interest, penalties,

1 attorney's fees, and costs according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

4 **(California Labor Code Sections 201-203)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 96. At all relevant times during the applicable limitations period, Plaintiff and the
8 Class have been employees of Defendant and entitled to the benefits and protections of
9 California Labor Code §§ 201–203, and the Wage Order.

10 97. Labor Code § 201 provides that all earned and unpaid wages of an employee
11 who is discharged are due and payable immediately at the time of discharge.

12 98. Labor Code § 202 provides that all earned and unpaid wages of an employee
13 who quits after providing at least 72-hours notice before quitting are due and payable at the
14 time of quitting and that all earned and unpaid wages of an employee who quits without
15 providing at least 72-hours notice before quitting are due and payable within 72 hours.

16 99. Labor Code § 203 provides that the wages of an employee continue on a daily
17 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
18 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

19 100. Defendant failed to pay Plaintiff and all of the other Class Members whose
20 employment ended all of the earned but unpaid wages described above by the conclusion of
21 their employment with Defendant, including minimum wages, regular wages, overtime wages,
22 unprovided meal period premium wages, and unprovided rest break premium wages.
23 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
24 whose employment ended their final paychecks within the required time periods.

25 101. By failing to pay such earned wages to Plaintiff and the Class Members,
26 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
27 201 or § 202.

28 102. Plaintiff is informed and believes that Defendant's failures to timely pay

1 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
2 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
3 practices that violate the requirements of the Labor Code and the Wage Order, even though at
4 all relevant times, they have had the ability to comply with those legal requirements.

5 103. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
6 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
7 penalties for each Class Member.

8 **EIGHTH CAUSE OF ACTION**

9 **CIVIL PENALTIES**

10 **(Lab. Code §§ 2698, *et seq.*)**

11 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

12 104. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 105. The “Aggrieved Employees” are all members of the Class defined above who
14 Defendant employed during the period beginning October 28, 2023 and ending on the date that
15 final judgment is entered in this action.

16 106. Labor Code section 1174, which also pertains to recordkeeping, states:

17 Every person employing labor in this state shall

18 ...

19 (c) Keep a record showing the names and addresses of all employees employed
and the ages of all minors.

20 (d) Keep, at a central location in the state or at the plants or establishments at
21 which employees are employed, payroll records showing the hours worked
22 daily by and the wages paid to, and the number of piece-rate units earned by
23 and any applicable piece rate paid to, employees employed at the respective
24 plants or establishments. These records shall be kept in accordance with rules
25 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.

26 107. Defendant failed to compensate Plaintiff and all of the other Aggrieved
27 Employees for all hours worked at the correct rates of pay, including all minimum wages
28 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all

1 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
2 net wages earned, and related compensation. As a result, Defendant has failed to accurately
3 maintain all records required by section 1174 and the Wage Order, including but not limited to
4 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
5 applicable hourly rates during each payroll period.

6 108. Labor Code § 246(i) states,

7 An employer shall provide an employee with written notice that sets forth the
8 amount of paid sick leave available, or paid time off leave an employer
9 provides in lieu of sick leave, for use on either the employee's itemized wage
statement described in Section 226 or in a separate writing provided on the
designated pay date with the employee's payment of wages.

10 109. Defendant failed to provide Plaintiff and all of the other Aggrieved Employees
11 with an itemized wage statement or separate writing that set forth the amount of paid sick
12 leave available.

13 110. During the applicable time period, Defendant violated California Labor Code
14 §§ 201, 202, 203, 204, 226, 226.2, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194,
15 1197, 1198, and 2802.

16 111. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
17 behalf of themselves and other current or former employees, to bring a civil action to recover
18 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

19 112. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
20 Members are entitled to recover civil penalties for each of the Defendant's violations of
21 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174,
22 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

23 A. For violations of California Labor Code § 204, one hundred dollars
24 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
25 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
26 established by California Labor Code § 210).

27 B. For violations of California Labor Code § 226(a), two hundred fifty
28 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars

1 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
2 established by California Labor Code § 226.3).

3 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
4 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
5 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
6 established by California Labor Code § 558).

7 D. For violations of California Labor Code § 1174, five hundred dollars
8 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
9 California Labor Code § 1174.5).

10 E. For violations of California Labor Code § 1197, one hundred dollars
11 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
12 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
13 per pay period (regardless of whether the initial violations were intentionally committed)
14 (penalty amounts established by California Labor Code § 1197.1).

15 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
16 246, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
17 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
18 Employee per pay period for each subsequent violation (penalty amounts established by
19 California Labor Code § 2699(f)(2)).

20 113. Plaintiff has complied with the procedures for bringing suit specified in
21 California Labor Code § 2699.3. By letter dated October 28, 2024, Plaintiff filed written notice
22 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
23 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
24 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
25 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
26 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
27 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
28 not intend to investigate these allegations.

1 114. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
2 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
3 connection with their claims for civil penalties.

4 **NINTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 115. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 116. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendant and entitled to the benefits and protections
11 of the Business and Professions Code §§ 17200, *et seq.*

12 117. The unlawful conduct of Defendant alleged herein amounts to and constitutes
13 unfair competition within the meaning of California Business & Professions Code §§ 17200,
14 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
15 unfairly gained a competitive advantage over other comparable companies doing business in
16 California that comply with their legal obligations to compensate employees for all earned
17 wages.

18 118. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
19 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
20 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
21 meal period premium wages, missed rest period premium wages, mobile phone and other
22 expenses, and comparable money and property.

23 119. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
24 Class Members are entitled to restitution of all monies rightfully belonging to them that
25 Defendant did not pay them or otherwise retained by means of their unlawful and unfair
26 business practices.

27 120. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
28 connection with their unfair competition claims pursuant to California Code of Civil

1 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

2 **V. PRAYER FOR RELIEF**

3 121. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
4 for relief and judgment against Defendant as follows:

5 A. An order that the action be certified as a class action with respect to
6 Plaintiff's claims for violations of California law;

7 B. An order that Plaintiff be appointed class representative;

8 C. An order that counsel for Plaintiff be appointed class counsel;

9 D. Unpaid wages, including minimum, regular, overtime, double-time, split
10 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
11 time, and reporting time wages;

12 E. Liquidated damages;

13 F. Statutory penalties, including waiting time penalties;

14 G. Civil penalties;

15 H. Restitution;

16 I. Declaratory relief;

17 J. Actual damages;

18 K. Pre-judgment interest;

19 L. Costs of suit;

20 M. Reasonable attorneys' fees; and

21 N. Such other relief as the Court deems just and proper.

22 **VI. DEMAND FOR JURY TRIAL**

23 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
24 on all issues so triable.

25 Dated: March 27, 2025

MM LAW, APC

26 By Maralle Messrelian

27 Maralle Messrelian, Esq.

28 Attorneys for Plaintiff, HUMBERTO
BELTRAN CAMPOS, and all others
similarly situated