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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

ANDREA STEWART (as an aggrieved  
employee and private attorney general),

Plaintiff,

vs.

SAN FRANCISCO C&C dba MEL'S  
DRIVE IN (form unknown) and DOES 1  
through 25, inclusive,

Defendants.

Case No. **25STCV08292**

**REPRESENTATIVE ACTION COMPLAINT**  
**DEMAND FOR TRIAL BY JURY**

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

Plaintiff Andrea Stewart (hereinafter "Plaintiff") brings this action against San Francisco C&C dba Mel's Drive-In (hereinafter "Mel's Drive-In") and/or DOES 1 through 25, inclusive. Mel's Drive-In and/or DOES 1 through 25 are hereinafter collectively referred to herein as "Defendants." Plaintiff brings this case as a representative action, pursuant to California Labor Code sections 2698, *et seq.* on behalf of herself and certain other current and former of Defendants against whom the alleged violations were committed, namely, all current and former non-exempt employees of San Francisco C&C dba Mel's Drive-In in the state of California from November 8, 2023 through the date this matter is resolved (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections, 2698, *et seq.*

1 Plaintiff is an aggrieved employee against whom the alleged violations were committed.  
2 The civil penalties sought in this action exceed the minimal jurisdiction limits of the  
3 Superior Court and will be established according to proof at trial.

4 **THE PARTIES**

5 1. Plaintiff is, and at all times mentioned in this complaint, was a resident  
6 of Los Angeles County, California.

7 2. At all times relevant to this action, Mel's Drive-In has conducted  
8 business in Los Angeles County, California. Mel's Drive-In's place of business, where  
9 the below-described incidents took place, is in Los Angeles County, at 1670 Lincoln  
10 Boulevard, Santa Monica, CA 90404.

11 3. Plaintiff worked at Mel's Drive-In at the 1670 Lincoln Boulevard, Santa  
12 Monica, CA 90404 location from June 2018, until January 25, 2024. During the time  
13 period relevant to this complaint, Plaintiff worked as a server and was a non-exempt  
14 employee.

15 The names and capacities of DOES 1 through 25, inclusive ("DOES") are  
16 unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants  
17 under fictitious names. Plaintiff is informed and believes, and thereupon alleges, that  
18 each Defendant designated as a DOE is in some manner highly responsible for the  
19 occurrences alleged herein, and that Plaintiff's injuries and damages, as alleged herein,  
20 were proximately caused by the conduct of such DOE defendants. Plaintiff will seek  
21 leave of the court to amend this complaint to allege the true names and capacities of such  
22 DOE defendants when ascertained.

23 5. Plaintiff is informed and believes, and thereon alleges, that each and  
24 every one of the acts and omissions alleged herein were performed by, and/or attributable  
25 to, all Defendants, each acting as agents and/or employers, and/or under the direction  
26 and control of, each of the other Defendants, and that said acts and failure to act were  
27 within the course and scope of said agency, employment, and/or direction and control.  
28

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

7. As a direct and proximate cause of Defendants' unlawful acts, Plaintiff has suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

8. All Defendants were responsible for the events and damages alleged herein, including on the following bases: (a) Defendants committed the acts alleged; (b) at all relevant times, one or more of the Defendants was the agent or employee, and/or acted under the control or supervision of one or more of the remaining Defendants, and in committing the acts alleged, acted within the course and scope of such agency and employment and/or are otherwise liable for Plaintiff's and the Aggrieved Employees' damages; (c) at all relevant times, there existed a unity of ownership and interest between or among two or more of the Defendants such that any individuality and separateness between or among those defendants has ceased, and Defendants are the alter egos of one another. Defendants exercised domination and control over one another to such an extent that any individuality or separateness of Defendants does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the separate existence of Defendants would permit abuse of the corporate privilege and would sanction fraud and promote injustice. All actions of all Defendants were taken by employees, supervisors, executives, officers, and directors during employment with all Defendants, were taken on behalf of all Defendants, and were engaged in, authorized, ratified, and approved of by all other Defendants.

## JURISDICTION AND VENUE

9. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, section 10, which grants the

1 Superior Court “original jurisdiction in all cases except those given by statute to other  
2 trial courts.”

3 10. The Superior Court of the State of California has jurisdiction in this  
4 matter because Plaintiff is a resident of the State of California. Moreover, upon  
5 information and belief, at least one of the Defendants is a citizen of the state of  
6 California, the acts alleged herein took place in California, and the relief being sought  
7 against Defendants, whose violations of California law form the basis for Plaintiff's  
8 claims. Further, no federal question is at issue because the claims are based solely on  
9 California law and least one Defendant is a resident of any/or regularly conducts  
10 business in the State of California, as well as its principal place of business is located  
11 within California.

12 11. Venue is proper in this judicial district and Los Angeles County because  
13 Plaintiff worked for Mel’s Drive-In in Los Angeles County, Mel’s Drive-In maintains  
14 offices and facilities and transacts business in Los Angeles County, and Defendants’  
15 illegal acts, which are the subject of this action, occurred in Los Angeles County. Thus, a  
16 substantial portion of the transactions and occurrences related to this action occurred in  
17 this county. Cal. Civ. Proc. Code § 395.

18 12. IWC Wage Order No. 5 applies to this matter because that is the Wage  
19 Order applicable to the restaurant industry.

20 **GENERAL ALLEGATIONS**

21 13. Plaintiff worked for Defendants at Mel’s Drive-In in Santa Monica,  
22 California, from approximately June 2018 through January 25, 2024 as a server, and she  
23 was classified as non-exempt.

24 14. After previously being sued for Labor Code violations, Defendants  
25 required strict compliance with policies designed to make it *look* like employees were  
26 taking compliant meal and rest breaks.

27 15. Defendants required Plaintiff and the Aggrieved Employees to clock out  
28 for both meal and rest breaks, yet they had to continue working while clocked out.

1           16.           When employees forget to clock out for these breaks, Defendants edit  
2 their time punches to make it look like lawful meal and rest breaks were taken.

3           17.           In reality, Aggrieved Employees did not have the opportunity to take  
4 meal and rest breaks, as there is no system for coverage so customers can get adequate  
5 service while employees take their breaks.

6           18.           Thus, Defendants failed to provide meal and rest breaks and failed to  
7 pay premium pay in violation of Labor Code sections 512, 226.7(b) and (c), IWC Wage  
8 Order 5-2001 § 12(A).

9           19.           Defendant's practice of modifying time punches also resulted in  
10 Plaintiff and the Aggrieved Employees working off the clock, leading to failure to pay  
11 minimum wages and overtime in violation of Labor Code section 1197, 1198, and 510.

12           20.           Defendants failed to pay overtime and premium pay to Plaintiff and the  
13 Aggrieved Employees at the correct regular rate. It did not include all forms of  
14 compensation, including but not limited to service charges.

15           21.           Additionally, although wage statements to Plaintiff and the Aggrieved  
16 Employees identify the employer as "SAN FRANCISCO C & C," no such entity is listed  
17 on the California Secretary of State Website as an entity licensed to do business in  
18 California. The wage statements for Plaintiff and the Aggrieved Employees were  
19 knowingly and intentionally inaccurate for that reason and because of the failure to  
20 reflect all wages earned in violation of Labor Code section 226(a).

21           22.           Wages remained due and owing upon termination to Plaintiff and the  
22 other Aggrieved Employees who no longer work for Defendants. However, those were  
23 not timely paid in violation of Labor Code sections 201 and/or 202.

24           23.           Waiting time penalties are owed to Plaintiff and the other Aggrieved  
25 Employees who no longer work for Mel's Drive-In, but Defendants willfully or  
26 intentionally failed to pay in violation of Labor Code section 203.

**Failure to Provide Meal Periods**

24. Wage Order 5 and California Labor Code sections 226.7(b) and (c) and 512(a) applied to Plaintiff's and the Aggrieved Employees' employment by Defendants.

25. IWC Wage Order 5, subdivision 11(A) and California Labor Code section 512(a) provide that an employer may not require, cause, or permit a non-exempt employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day for the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

26. California Labor Code section 512(a) further provides that an employer may not require, cause, or permit a non-exempt employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

27. Plaintiff and the Aggrieved Employees were scheduled to work for periods of longer than six (6) hours and were required to work for longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes, and did not waive those meal periods.

28. Plaintiff and the Aggrieved Employees often worked for periods of longer than ten (10) hours and were required to work for longer than ten (10) hours without an uninterrupted second meal period of not less than thirty (30) minutes, and did waive those meal periods.

29. Defendants required Plaintiff and the Aggrieved Employees to clock out for meal breaks, yet they had to continue working while clocked out.

30. When employees forget to clock out for meal breaks, Defendants edits their time punches to make it look like lawful meal breaks were taken.

1           31.           In reality, Aggrieved Employees did not have the opportunity to take  
2 meal breaks, as there is no system for coverage so customers can get adequate service  
3 while employees take their breaks.

4           32.           Defendants intentionally and willfully required Plaintiff and the  
5 Aggrieved Employees to miss their meal periods and take meal periods that were late,  
6 shortened, or interrupted, and failed to pay Plaintiff and the Aggrieved Employees the  
7 required meal premiums for the missed, late, and shortened meal periods.

8           33.           California Labor Code section 226.7(b) provides that no employer shall  
9 require an employee to work during any meal or rest period mandated by an applicable  
10 order of the California IWC.

11          34.           Pursuant to the applicable IWC Wage Order 5, subdivision 11(B), and  
12 California Labor Code section 226.7(c), Defendant should have paid Plaintiff and the  
13 Aggrieved Employees one additional hour of pay at Plaintiff's and the Aggrieved  
14 Employees' regular rate of compensation for each workday that a meal period was not  
15 provided and a premium was not paid.

16          35.           Defendants intentionally and willfully required Plaintiff and the  
17 Aggrieved Employees to miss their meal periods and take meal periods that were late,  
18 shortened, or interrupted, and failed to pay Plaintiff and the Aggrieved Employees meal  
19 premiums for these missed, late, and shortened meal periods.

20          36.           Defendants' conduct violates Wage Order 5, subdivisions 11(A) and  
21 (B) and California Labor Code section 226.7(b) and (c), and 512(a).

22                           **Failure to Authorize and Permit Rest Periods**

23          37.           IWC Order 5, subdivisions 12(A) and (B) and California Labor Code  
24 sections 226.7(b) and (c) apply to Plaintiff's and the Aggrieved Employees' employment  
25 by Defendants.

26          38.           IWC Wage Order 5, subdivision 12(A), provides that "[e]very employer  
27 shall authorize and permit all employees to take rest periods, which insofar as practicable  
28 shall be in the middle of each work period" and that the "rest period time shall be based

1 on the total hours worked daily at the rate of ten (10) minutes met rest time per four (4)  
2 hours or major fraction thereof unless the total daily work time is less than three and one-  
3 half (3.5) hours.”

4 39. At all relevant times, California Labor Code section 226.7(b) provides  
5 that no employer shall require a non-exempt employee to work during any meal or rest  
6 period mandated by an applicable order of the California IWC.

7 40. During the relevant time period, Defendants required Plaintiff and the  
8 Aggrieved Employees to work more than three and one-half (3.5) hours without  
9 authorizing or permitting a ten (10) minute rest period for each four (4) hour work period.

10 41. Defendants required Plaintiff and the Aggrieved Employees to clock out  
11 for rest breaks, yet they had to continue working while clocked out.

12 42. When employees forget to clock out for rest breaks, Defendants edit  
13 their time punches to make it look like lawful rest breaks were taken.

14 43. In reality, Aggrieved Employees did not have the opportunity to take  
15 rest breaks, as there is no system for coverage so customers can get adequate service  
16 while employees take their breaks.

17 44. During the relevant time period, Defendants willfully required Plaintiff  
18 and the Aggrieved Employees to work during rest periods, failed to allow Plaintiff and  
19 the Aggrieved Employees to take any rest period and/or failed to authorize and permit  
20 Plaintiff and the Aggrieved Employees to take uninterrupted, duty-free rest breaks.

21 45. Pursuant to the applicable IWC Wage Order 5, subdivision 12(B) and  
22 California Labor Code section 226.7(c), Defendant should have paid Plaintiff and the  
23 Aggrieved Employees one additional hour of pay at Plaintiff’s and the Aggrieved  
24 Employees’ regular rate of compensation for each workday that a rest period was not  
25 authorized and permitted and a premium was not paid.

26 46. Defendants intentionally and willfully required Plaintiff and the  
27 Aggrieved Employees to miss their rest periods and take rest periods that were late,  
28

1 shortened, or interrupted, and failed to pay Plaintiff and the Aggrieved Employees  
2 premium pay for these missed, late, and shortened rest periods.

3 47. Defendants' conduct violates the applicable IWC Wage Order,  
4 subdivisions 12(A) and (B) and California Labor Code section 226.7(b) and (c).

5 **Failure to Pay Minimum Wages**

6 48. California Labor Code sections 1194, 1197, and 1197.1 provide that the  
7 minimum wage must be paid to employees and that payment of a lesser wage is unlawful.

8 49. Defendants edited the time punches of Plaintiff and the Aggrieved  
9 Employees to make it look like they were on break when they were actually working;  
10 therefore they were not paid wages for that time.

11 50. Defendants regularly failed to pay minimum wages to Plaintiff and the  
12 Aggrieved Employees as required pursuant to California Labor Code sections 1194, 1197,  
13 and 1197.1.

14 51. Pursuant to California Labor Code sections 1194, 1197, and 1197.1,  
15 Plaintiff and the Aggrieved Employees are entitled to recover the unpaid balance of  
16 minimum wage compensation as well as interest, costs, and attorneys' fees, and  
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
18 thereon.

19 **Failure to Pay Overtime**

20 52. California Labor Code section 1198 and the applicable Industrial  
21 Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons  
22 without compensating them at a rate of pay either time-and-a-half or two-times that  
23 person's regular rate of pay, depending on the number of hours worked on a daily or  
24 weekly basis.

25 53. Specifically, the applicable IWC Wage Order provides that Defendants  
26 are and were required to pay Plaintiff and the Aggrieved Employees at the rate of one-  
27 and-one-half Plaintiff's and the Aggrieved Employees' regular rate of pay for all hours  
28 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

1           54.           The applicable IWC Wage Order further provides that Defendants are  
2 and were required to pay Plaintiff and the Aggrieved Employees overtime compensation  
3 at a rate of two times Plaintiff's and the Aggrieved Employees' regular rate of pay for all  
4 hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of  
5 (8) hours on the seventh day of work in a workweek.

6           55.           California Labor Code section 510(a) codifies the right to overtime  
7 compensation at one-and-one-half times the regular rate of pay for hours worked in  
8 excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8)  
9 hours worked on the seventh day of work, and twice the regular rate for hours worked in  
10 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh  
11 day of work.

12           56.           Defendants edited the time punches of Plaintiff and the Aggrieved  
13 Employees to make it look like they were on break when they were actually working;  
14 therefore they were not paid overtime wages for that time.

15           57.           During the relevant time period, Plaintiff and the Aggrieved Employees  
16 regularly worked hours that triggered their right to overtime compensation, but  
17 Defendants intentionally and willfully failed to pay overtime wages to Plaintiff and the  
18 Aggrieved Employees.

19           58.           Defendants' failure to pay Plaintiff and the Aggrieved Employees  
20 overtime compensation as required by law violates the provisions of the applicable Wage  
21 Order and California Labor Code sections 510(a) and 1198.

22                           **Untimely Payment of Final Wages**

23           59.           California Labor Code sections 201 and 202 provide that if an employer  
24 discharges an employee, the wages earned and unpaid at the time of discharge are due  
25 and payable immediately, and if an employee quits his or her employment, his or her  
26 wages shall become due and payable not later than seventy-two hours thereafter, unless  
27 the employee has given seventy-two hours' notice of his or her intention to quit, in which  
28 case, the employee is entitled to his or her wages at the time of quitting.

1           60.           Plaintiff's employment with Defendants was terminated by involuntary  
2 discharge. Defendants intentionally and willfully failed to Plaintiff and the other  
3 Aggrieved Employees who are former employees of Defendants upon termination all of  
4 their wages, earned and unpaid, including but not limited to minimum wages, overtime  
5 wages, and premium pay as required by law.

6           61.           This failure to pay earned and unpaid wages is a violation of California  
7 Labor Code sections 201 and 202.

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

13           63.           Plaintiff's wages have been due and owing for more than 30 days since  
14 Plaintiff's termination of employment, and Defendants' failure to pay was willful.

15                           **Failure to Provide Accurate Itemized Wage Statements**

16           64.           California Labor Code section 226(a) provides that every employer  
17 shall furnish each of its employees an accurate itemized statement in writing showing:  
18 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-  
19 rate units earned and any applicable piece rate if the employee is paid on a piece-rate  
20 basis, (4) all deductions, provided that all deductions made on written orders of the  
21 employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee  
23 and only the last four digits of his or her social security number or an employee  
24 identification number other than a social security number, (8) the name and address of  
25 the legal entity that is the employer, and (9) all applicable hourly rates in effect during  
26 the pay period and the corresponding number of hours worked at each hourly rate by the  
27 employee.  
28

65. Defendants failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements. The deficiencies include, but are not limited to listing the wrong employer and failing to list all wages earned.

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

67. Plaintiff and the Aggrieved Employees were denied both their right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

68. Defendants' failure to provide accurate itemized wage statement was knowing and intentional.

Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

### FIRST CAUSE OF ACTION

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

**(Against all Defendants)**

70. Plaintiff brings this cause of action as a representative action on behalf of herself and similarly situated Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

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

1           72.           Plaintiff was employed by Defendants, and the Labor Code violations  
2 alleged above were committed against her during the time of her employment. Plaintiff  
3 and the other non-exempt employees of Defendants are therefore “aggrieved employees”  
4 as defined by California Labor Code section 2699(c) in that they are all current or former  
5 employees of Defendants, and one or more of the alleged violations were committed  
6 against them.

7           73.           As set forth in detail above, during all times relevant to this Action,  
8 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of  
9 the California Labor Code by:

- 10       a) Failing to Pay Plaintiff and the Aggrieved Employees all earned minimum wage  
11       compensation in violation of Labor Code §§ 1194 and 1197 *et seq.*;
- 12       b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime  
13       compensation in violation of Labor Code § 510 and 1198;
- 14       c) Failing to provide legally required meal periods to Plaintiff and the Aggrieved  
15       Employees in violation of Labor Code 512(a) and/or failing to pay premium pay in  
16       violation of Labor Code § 226.7(c);
- 17       d) Failing to authorize and permit Plaintiff and the Aggrieved Employees to take  
18       duty-free rest periods in violation of Labor Code §§ 226.7(b) and/or failing to pay  
19       premium pay in violation of Labor Code § 226.7(c);
- 20       e) Willfully and intentionally failing to timely pay Plaintiff and the Aggrieved  
21       Employees final wages in violation of Labor Code §§ 201 and 202 and failed to  
22       pay waiting time penalties owed under section 203.
- 23       f) Knowingly and intentionally failing to furnish Plaintiff and the Aggrieved  
24       Employees with complete, accurate itemized wage statements in violation of  
25       Labor Code § 226(a); and
- 26       g) Failing to maintain accurate records relating to Plaintiff and the Aggrieved  
27       Employees’ work periods, meal periods, total daily hours, hours per pay period,  
28

1 total wages and compensation, and applicable pay rates in violation of Labor Code  
2 § 1174(d) and the applicable IWC Wage Order.

3 74. Plaintiff, individually and on behalf of the Aggrieved Employees and  
4 the State of California, requests and is entitled to recover penalties against Defendants  
5 for the Labor Code violations described above, including but not limited to penalties  
6 under California Code of Regulations Title section 11040, and penalties under California  
7 Labor Code sections 2699, 558, 1197.1, and 1174.5, and any and all additional penalties  
8 and sums as provided by the California Labor Code and/or other statutes. The exact  
9 amount of applicable penalties, in all, is in an amount to be shown according to proof at  
10 trial.

11 75. Plaintiff has exhausted her administrative remedies pursuant to Labor  
12 Code section 2699.3. On November 8, 2024, Plaintiff's counsel submitted, via online  
13 filing with the LWDA and certified mail to Defendants, notice of the specific provisions  
14 of the Labor Code and IWC Wage Orders that Defendants have violated, including the  
15 facts and theories that support those violations, and of Plaintiff's intent to bring a claim  
16 for civil penalties under PAGA. Plaintiff also paid the filing fee required by Labor Code  
17 section 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since  
18 the filing of the notice, and the LWDA has not indicated that it intends to investigate the  
19 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to  
20 recover penalties for herself and other Aggrieved Employees pursuant to Labor Code  
21 section 2699.3.

22 76. Plaintiff was compelled to retain the services of counsel to file this  
23 Action to protect her interests and those of the Aggrieved Employees, and to assess and  
24 collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of  
25 reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), and any  
26 other applicable statute.

1 **PRAYER FOR RELIEF**

2 77. WHEREFORE, Plaintiff, individually, and on behalf of all other  
3 aggrieved employees, and as a private attorney general, prays for relief and judgment  
4 against Defendants, jointly and severally, as follows:

5 78. For the imposition of civil penalties pursuant to California Labor Code  
6 §§ 2699, 558, 1197.1, and 1174.5, and all other penalties allowed by the California Labor  
7 Code and/or other applicable statutes;

8 79. For statutory attorneys' fees and costs pursuant to 2699(k)(1) of the  
9 California Labor Code; and

10 80. For such other relief as the court deems just and proper.

11 **REQUEST FOR JURY TRIAL**

12 Plaintiff hereby demands a trial by jury on all issues.

13 Dated: March 21, 2025

ADVANTAGE ADVOCATES, P.C.

14  
15 By: 

16 \_\_\_\_\_  
17 AMY S. RAMSEY  
18 Attorney for Plaintiff  
19 ANDREA STEWART  
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