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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CESAR E. PAYAN DURAN, on behalf of  
himself and all others similarly situated, and  
the general public,

*Plaintiff,*

v.

AYRES GROUP, a California corporation; H-  
ALO, a business entity of unknown form;  
AYRES HOTELS, a business entity of  
unknown form; and DOES 1 through 50,  
inclusive,

*Defendants.*

Case No.: 30-2024-01446931-CU-OE-CXC

Amended As a Matter of Right Pursuant to  
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Violation of Labor Code § 221;
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802); and
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*)
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

**JURY TRIAL DEMANDED**

1 Plaintiff CESAR E. PAYAN DURAN (“Plaintiff”), on behalf of himself, all others similarly  
2 situated, the State of California, and the general public, complains and alleges as follows:

### 3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants AYRES  
5 GROUP, a California corporation; H-ALO, a business entity of unknown form; AYRES HOTELS, a  
6 business entity of unknown form; and DOES 1 through 50, inclusive, (collectively referred to as  
7 “Defendants”) for alleged violations of the California Labor Code and California Business and  
8 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all  
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to provide them with accurate written wage statements;
- 17 h. failed to reimburse them with necessary business expenditures;
- 18 i. failed to pay them all their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and  
20 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,  
21 restitution, and related relief on behalf of himself, all others similarly situated, the State of California,  
22 and the general public.

### 23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the monetary  
25 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal  
26 jurisdiction of the Superior Court of the State of California.

27 3. Venue is proper in the County of Orange pursuant to Code of Civil Procedure sections  
28 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are

1 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains  
2 offices, transacts business and/or has an agent therein.

3 4. Venue is proper in Orange County because Defendants have at all times alleged  
4 herein, conducted business in Orange County, and throughout California. As such, venue is proper  
5 in any county in California.

6 **PARTIES**

7 5. Plaintiff CESAR E. PAYAN DURAN is, and at all relevant times mentioned herein,  
8 an individual residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant AYRES  
10 GROUP is, and at all relevant times mentioned herein, a California corporation doing business in the  
11 State of California.

12 7. Plaintiff is informed and believes, and thereupon alleges that Defendant H-ALO is,  
13 and at all relevant times mentioned herein, a business entity of unknown form doing business in the  
14 State of California.

15 8. Plaintiff is informed and believes, and thereupon alleges that Defendant AYRES  
16 HOTELS is, and at all relevant times mentioned herein, a business entity of unknown form doing  
17 business in the State of California.

18 9. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as  
19 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff  
20 will amend this Complaint to allege the true names and capacities of the DOE defendants when  
21 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously  
22 named defendants are responsible in some manner for the occurrences, acts and omissions alleged  
23 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of  
24 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE  
25 defendants when ascertained.

26 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times  
27 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,  
28 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some

1 or all of the other defendants, and in doing the things alleged herein, were acting within the course  
2 and scope of such relationship and with the full knowledge, consent, and ratification by such other  
3 defendants.

4 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times  
5 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and  
6 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts  
7 and omissions alleged herein.

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

12 13. **Relevant Time Period:** The relevant time period is defined as the time period  
13 beginning four years prior to the filing of this action until judgment is entered.

- 14 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or  
15 separately, and/or any staffing agencies and/or any other third parties in hourly or  
16 non-exempt positions in California four years prior to the filing of this action and  
ending on the date that final judgment is entered in this action (“Hourly Employee  
Class”).
- 17 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in  
18 a shift in excess of five hours during the four years prior to the filing of this action  
and ending on the date that final judgment is entered in this action.
- 19 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a  
20 shift of at least three and one-half (3.5) hours the four years prior to the filing of  
this action and ending on the date that final judgment is entered in this action.
- 21 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who  
22 separated from their employment with Defendants during the period beginning  
23 three years before the filing of this action and ending when final judgment is  
entered.
- 24 e. **Wage Statement Class:** All persons employed by Defendants in California during  
25 the period beginning one year before the filing of this action and ending when final  
judgment is entered.
- 26 f. **Unlawful Deduction Class:** All **Hourly Employee Class** members whose wages  
27 were unlawfully deducted by Defendants from four years prior to the filing of this  
action and ending on the date that final judgment is entered in this action.
- 28 g. **Expense Reimbursement Class:** All persons employed by Defendants in  
California who incurred business expenses during the **Relevant Time Period**.

1  
2 h. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**  
3 members employed by Defendants in California during the four years prior to the  
4 filing of this action and ending on the date that final judgment is entered in this  
5 action.

6 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right  
7 to amend or modify the class definitions with greater specificity, by further division into sub-classes  
8 and/or by limitation to particular issues.

9 15. **Numerosity:** The class members are so numerous that the individual joinder of each  
10 individual class member is impractical. While Plaintiff does not currently know the exact number of  
11 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number  
12 exceeds the minimum required for numerosity under California law.

13 16. **Commonality and Predominance:** Common questions of law and fact exist as to all  
14 class members and predominate over any questions which affect only individual class members.  
15 These common questions include, but are not limited to:

- 16 a. Whether Defendants maintained a policy or practice of failing to provide  
17 employees with their rest periods;
- 18 b. Whether Defendants maintained a policy or practice of failing to provide  
19 employees with their meal periods;
- 20 c. Whether Defendants failed to pay premium wages to class members when they  
21 have not been provided with meal and rest periods at the appropriate rates of pay;
- 22 d. Whether Defendants failed to pay minimum and/or overtime wages to class  
23 members for all time worked;
- 24 e. Whether Defendants failed to provide class members with accurate written wage  
25 statements as a result of providing them with written wage statements with  
26 inaccurate entries for, among other things, amounts of gross and net wages, and  
27 total hours worked;
- 28 f. Whether Defendants applied policies or practices that result in late and/or  
incomplete final wage payments;
- g. Whether Defendants failed to reimburse class members for all necessary business

1 expenses incurred during the discharge of their duties;

2 h. Whether Defendants are liable to class members for waiting time penalties under  
3 Labor Code section 203; and

4 i. Whether class members are entitled to restitution of money or property that  
5 Defendants may have acquired from them through unfair competition.

6 17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff  
7 is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing  
8 to comply with the California Labor Code and Business and Professions Code as alleged in this  
9 Complaint.

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

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

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

28 ///

**GENERAL ALLEGATIONS**

21. Plaintiff worked for Defendants as a non-exempt employee during the relevant and statutory periods.

22. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. Plaintiff and Class Members were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, upon arriving to work, Plaintiff and Class Members were required to wait for the timeclock to become available to log the start of their shifts. Additionally, Plaintiff and Class Members were required to perform work during their unpaid meal periods, such as maintaining their personal cell phones and company-issued radios on and responding to calls and messages as necessary. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

23. This uncompensated time caused Plaintiff and Class Members to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff and Class Members to minimum and overtime wages, which they were systemically denied.

24. Defendants had a common policy and practice of systemically denying Plaintiff and Class Members the opportunity to take meal periods in compliance with the California Law. Specifically, due to understaffing, heavy workloads, and the uncompensated pre-shift duties, discussed herein, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiff and Class Members' meal periods were not duty-free and uninterrupted, as Defendants' required them to perform work during their unpaid meal periods. Finally, the uncompensated pre-shift duties, as referenced herein, further delayed Plaintiff and Class Members' meal periods.

25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Class Members of their meal periods rights; and (3) Defendants' practice of requiring putative class members to continue working through their meal

1 periods due to the excessive workload and maintaining and monitoring their cellular phones and/or  
2 company-issued radios during breaks.

3         26. Defendants had a common policy and practice of systemically denying Plaintiff and  
4 Class Members the opportunity to take rest periods in compliance with the California Law.  
5 Specifically, Plaintiff and Class Members were required to continue working through their rest  
6 breaks, and/or their rest breaks were interrupted, because they were required to monitor and respond  
7 to messages on their personal cellphones or company-issued radios.

8         27. Plaintiff and Class Members were not provided with rest periods of at least ten (10)  
9 minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy  
10 of not scheduling each rest period as part of each work shift, including second rest breaks for shifts  
11 of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees  
12 to take their rest periods, or that properly advised Plaintiff and Class Members of their rest period  
13 rights; and (3) Defendants' policy and practice of requiring putative class members to continue  
14 working through their rest breaks due to the excessive workload and maintaining and monitoring their  
15 cellular phones and/or company-issued radios during breaks.

16         28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay  
17 wages at their appropriate regular rates of pay for each meal and rest period denied.

18         29. Defendants had a common policy and practice of unlawfully receiving and/or  
19 collecting wages from Plaintiff and Class Members. Specifically, Defendants made unlawful  
20 deductions from Plaintiff and Class Members' wages in the form of tax withholdings for  
21 reimbursements.

22         30. Plaintiff and Class Members were not provided with accurate wage statements as  
23 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage  
24 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or  
25 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."  
26 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink  
27 or other indelible form."

28         31. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages

1 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

2 32. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked  
3 by the employee” were not accurately reflected in that: all hours worked, including overtime, were  
4 not included.

5 33. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”  
6 were not accurately reflected in that: all hours worked, including overtime, were not included.

7 34. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements  
8 issued to Plaintiff and Class Members failed to state “the name and address of the legal entity that is  
9 the employer.”

10 35. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable  
11 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
12 hourly rate by the employee” were not accurately reflected in that: all hours worked, including  
13 overtime, were not included.

14 36. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay  
15 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.  
16 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation  
17 of Labor Code § 226.

18 37. Plaintiff and Class Members were not reimbursed for business expenses incurred in  
19 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class Members were  
20 required to pay the costs of their personal cellphones, which were necessary to communicate with  
21 their supervisors and/or coworkers. Plaintiff and Class Members were required to use their personal  
22 cellphones on the clock, if a company-issued radio failed to work, and off-the-clock. Moreover,  
23 Plaintiff and Class Members were required to use their personal vehicles to drive to jobsites.  
24 Furthermore, Plaintiff and Class Members were required to bring their own tools and equipment, such  
25 as hardware and plumbing tools necessary to perform their duties under Defendants’ employ.  
26 Defendants neither reimbursed Plaintiff and Class Members for the costs of these tools, nor returned  
27 the tools to Plaintiff and Class Members upon their separation with the company. Plaintiff and Class  
28 members were not reimbursed for these necessary work-related expenses.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

4 **(Plaintiff and Meal Period Sub-Class)**

5 38. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if  
6 fully alleged herein.

7 39. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been  
8 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor  
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 40. Labor Code section 512 and Section 11 of the applicable Industrial Welfare  
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt  
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period  
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty  
14 minutes for each work period of ten hours.

15 41. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare  
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work  
17 during required meal periods and require employers to pay non-exempt employees an hour of  
18 premium wages on each workday that the employee is not provided with the required meal period.

19 42. Compensation for missed meal periods constitutes wages within the meaning of Labor  
20 Code section 200.

21 43. Labor Code section 1198 makes it unlawful to employ a person under conditions that  
22 violate the applicable Wage Order.

23 44. Section 11 of the applicable Wage Order states:

24 No employer shall employ any person for a work period of more than  
25 five (5) hours without a meal period of not less than 30 minutes, except  
26 that when a work period of not more than six (6) hours will complete  
27 the day’s work the meal period may be waived by mutual consent of  
28 the employer and employee. Unless the employee is relieved of all duty  
during a 30 minute meal period, the meal period shall be considered an  
‘on duty’ meal period and counted as time worked. An ‘on duty’ meal  
period shall be permitted only when the nature of the work prevents an  
employee from being relieved of all duty and when by written

1 agreement between the parties an on-the-job paid meal period is agreed  
2 to. The written agreement shall state that the employee may, in writing,  
revoke the agreement at any time.

3 45. At all relevant times, Plaintiff was not subject to a valid on-duty meal period  
4 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**  
5 members were not subject to valid on-duty meal period agreements with Defendants.

6 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
7 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**  
8 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)  
9 hour work period, as required by Labor Code section 512 and the applicable Wage Order.  
10 Specifically, due to understaffing, heavy workloads, and the uncompensated pre-shift duties,  
11 discussed herein, Plaintiff and **Meal Period Sub-Class** members were denied the opportunity to take  
12 timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiff and  
13 **Meal Period Sub-Class** members' meal periods were not duty-free and uninterrupted, as Defendants'  
14 required them to perform work during their unpaid meal periods. Finally, the uncompensated pre-  
15 shift duties, as referenced herein, further delayed Plaintiff and **Meal Period Sub-Class** members'  
16 meal periods.

17 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
18 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**  
19 **Class** members when they worked five (5) hours without clocking out for any meal period.

20 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
21 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**  
22 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed  
23 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

24 49. Moreover, Defendants written policies fail to inform Meal period Class Members of  
25 their meal period rights under the Labor Code and applicable Wage Orders.

26 50. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**  
27 **Class** members additional premium wages, and/or were not paid premium wages at the employees'  
28 regular rates of pay when required meal periods were not provided.

51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

## SECOND CAUSE OF ACTION

## FAILURE TO PROVIDE REST PERIODS

**(Lab. Code §§ 204, 223, 226.7 and 1198)**

**(Plaintiff and Rest Period Sub-Class)**

53. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

54. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

55. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

56. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

57. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

58. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

59. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**  
2 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or  
3 major fraction thereof, as required by the applicable Wage Order.

4 60. Defendants had a common policy and practice of systemically denying Plaintiff and  
5 **Rest Period Sub-Class** members the opportunity to take rest periods in compliance with the  
6 California Law. Specifically, Plaintiff and **Rest Period Sub-Class** members were required to  
7 continue working through their rest breaks, and/or their rest breaks were interrupted, because they  
8 were required to monitor and respond to messages on their personal cellphones or company-issued  
9 radios.

10 61. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of  
11 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)  
12 Defendants' policy of not scheduling each rest period as part of each work shift, including second  
13 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that  
14 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**  
15 members of their rest period rights; and (3) Defendants' policy and practice of requiring **Rest Period**  
16 **Sub-Class** members to continue working through their rest breaks due to the excessive workload and  
17 maintaining and monitoring their cellular phones and/or company-issued radios during breaks.

18 62. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**  
19 members additional premium wages when required rest periods were not provided.

20 63. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself  
21 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and  
22 costs of suit.

23 64. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**  
25 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

3 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

4 **(Plaintiff and Hourly Employee Class)**

5 65. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
6 herein.

7 66. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been  
8 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the  
9 applicable Wage Order.

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

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

16 69. Labor Code section 1194 invalidates any agreement between an employer and an  
17 employee to work for less than the minimum or overtime wage required under the applicable Wage  
18 Order.

19 70. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated  
20 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition  
21 to the underlying unpaid minimum wages and interest thereon.

22 71. Labor Code section 1197 makes it unlawful for an employer to pay an employee less  
23 than the minimum wage required under the applicable Wage Order for all hours worked during a  
24 payroll period.

25 72. Labor Code section 1197.1 provides that it is unlawful for any employer or any other  
26 person acting either individually or as an officer, agent or employee of another person, to pay an  
27 employee, or cause an employee to be paid, less than the applicable minimum wage.

28 73. Labor Code section 1198 makes it unlawful for employers to employ employees under

1 conditions that violate the applicable Wage Order.

2 74. Labor Code section 204 requires employers to pay non-exempt employees their earned  
3 wages for the normal work period at least twice during each calendar month on days the employer  
4 designates in advance and to pay non-exempt employees their earned wages for labor performed in  
5 excess of the normal work period by no later than the next regular payday.

6 75. Labor Code section 223 makes it unlawful for employers to pay their employees lower  
7 wages than required by contract or statute while purporting to pay them legal wages.

8 76. Labor Code section 510 and Section 3 of the applicable Wage Order require employees  
9 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their  
10 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all  
11 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours  
12 worked on the seventh consecutive day of one workweek.

13 77. Labor Code section 510 and Section 3 of the applicable Wage Order also require  
14 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective  
15 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all  
16 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

17 78. Plaintiff is informed and believes that, at all relevant times, Defendants have applied  
18 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to  
19 working conditions and compensation arrangements.

20 79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**  
21 **Employee Class** members for all time worked, including but not limited to, overtime hours at  
22 statutory and/or agreed rates.

23 80. Plaintiff and **Hourly Employee Class** members were not paid proper wages and  
24 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**  
25 members were consistently required to perform work, off-the-clock, for which they were not paid  
26 wages. Specifically, upon arriving to work, Plaintiff and **Hourly Employee Class** members were  
27 required to wait for the timeclock to become available to log the start of their shifts. Additionally,  
28 Plaintiff and **Hourly Employee Class** members were required to perform work during their unpaid

1 meal periods, such as maintaining their personal cell phones and company-issued radios on and  
2 responding to calls and messages as necessary. The forgoing and uncompensated working time was  
3 under the direction and control of Defendants, for which no wages were paid.

4 81. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to  
5 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,  
6 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which  
7 they were systemically denied.

8 82. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**  
9 members have suffered damages in an amount, subject to proof, to the extent they were not paid the  
10 full amount of wages earned during each pay period during the applicable limitations period,  
11 including overtime wages.

12 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on  
13 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and  
14 overtime wages, interest thereon and costs of suit.

15 84. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
16 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and  
17 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

18 **FOURTH CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 221**

20 **(Plaintiff and Unlawful Deduction Sub-Class)**

21 1. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in full  
22 herein.

23 2. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive  
24 from an employee any part of wages theretofore paid by said employer to said employee." As  
25 discussed above, Defendants unlawfully received and/or collected wages from Employees by  
26 implementing a policy and practice of unlawfully withholding wages from Plaintiff and **Unlawful**  
27 **Deduction Sub-Class** members. Specifically, Defendants made unlawful deductions from Plaintiff  
28 and **Unlawful Deduction Sub-Class** members' wages in the form of tax withholdings for



1           6.       The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the  
2 “detachable part of the check” provision and the “accurate itemized statement in writing” provision  
3 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee  
4 retains the right to elect to receive a written paper stub or record and that those who are provided with  
5 electronic wage statements retain the ability to easily access the information and convert the electronic  
6 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

7           7.       Plaintiff is informed and believes that, at all relevant times during the applicable  
8 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members  
9 with written wage statements as described above. Additionally, the wage statements issued to class  
10 members failed to account for the unpaid minimum wages, overtime, and premium pay wages  
11 described above.

12           8.       Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**  
13 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE  
14 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statements were only  
15 provided in electronic format in violation of Labor Code § 226.

16           9.       Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements  
17 issued to Plaintiff and **Wage Statement Class** Members failed to state “the name and address of the  
18 legal entity that is the employer.”

19           10.      Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and  
20 **Wage Statement Class** members with accurate written wage statements was intentional in that  
21 Defendants have the ability to provide them with accurate wage statements but have intentionally  
22 provided them with written wage statements that Defendants have known do not comply with Labor  
23 Code section 226(a).

24           11.      Plaintiff and **Wage Statement Class** members have suffered injuries, in that  
25 Defendants have violated their legal rights to receive accurate wage statements and have misled them  
26 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage  
27 statements has prevented immediate challenges to Defendants’ unlawful pay practices, has required  
28 discovery and mathematical computations to determine the amount of wages owed, has caused

1 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the  
2 submission of inaccurate information about wages and deductions to federal and state government  
3 agencies.

4 12. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**  
5 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in  
6 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period  
7 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of  
8 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

11 **(Lab. Code §§ 201-203)**

12 **(Plaintiff and Waiting Time Penalties Sub-Class)**

13 13. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
14 herein.

15 14. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have  
16 been entitled, upon the end of their employment with Defendants, to timely payment of all wages  
17 earned and unpaid before termination or resignation.

18 15. At all relevant times, pursuant to Labor Code section 201, employees who have been  
19 discharged have been entitled to payment of all final wages immediately upon termination.

20 16. At all relevant times, pursuant to Labor Code section 202, employees who have  
21 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to  
22 payment of all final wages at the time of resignation.

23 17. Plaintiff is informed and believes that, at all relevant times during the applicable  
24 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**  
25 members all their final wages in accordance with the Labor Code.

26 18. Plaintiff is informed and believes that, at all relevant times during the applicable  
27 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**  
28 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code

1 sections 201 or 202 by failing to timely pay them all final wages.

2 19. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to  
3 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful  
4 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201  
5 and/or 202 but have intentionally adopted policies or practices that are incompatible with those  
6 requirements.

7 20. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and  
8 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their  
9 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

10 21. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
11 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**  
12 **Class** members, seeks awards of reasonable attorneys' fees and costs.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **(Lab. Code § 2802)**

16 **(Plaintiff and Reimbursement Class)**

17 22. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
18 herein.

19 23. Labor Code section 2802(a) states:

20 An employer shall indemnify his or her employee for all necessary  
21 expenditures or losses incurred by the employee in direct consequence  
22 of the discharge of his or her duties, or of his or her obedience to the  
23 directions of the employer, even though unlawful, unless the employee,  
24 at the time of obeying the directions, believed them to be unlawful.

25 24. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for  
26 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff  
27 and **Expense Reimbursement Class** members were required to pay the costs of their personal  
28 cellphones, which were necessary to communicate with their supervisors and/or coworkers. Plaintiff  
and **Expense Reimbursement Class** members were required to use their personal cellphones on the  
clock, if a company-issued radio failed to work, and off-the-clock. Moreover, Plaintiff and **Expense**

1 **Reimbursement Class** members were required to use their personal vehicles to drive to jobsites.  
2 Furthermore, Plaintiff and **Expense Reimbursement Class** members were required to bring their  
3 own tools and equipment, such as hardware and plumbing tools necessary to perform their duties  
4 under Defendants' employ. Defendants neither reimbursed Plaintiff and **Expense Reimbursement**  
5 **Class** members for the costs of these tools, nor returned the tools to Plaintiff and **Expense**  
6 **Reimbursement Class** members upon their separation with the company. Plaintiff and **Expense**  
7 **Reimbursement Class** members were not reimbursed for these necessary work-related expenses.

8 25. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to  
9 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of  
10 the Complaint and until the date of entry of judgment.

11 26. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks  
12 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and  
13 costs pursuant to Code of Civil Procedure section 1021.5.

#### 14 **EIGHTH CAUSE OF ACTION**

#### 15 **UNFAIR COMPETITION**

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

17 **(Plaintiff and UCL Class)**

18 27. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
19 herein.

20 28. Business and Professions Code section 17200 defines "unfair competition" to include  
21 any unlawful business practice.

22 29. Business and Professions Code sections 17203-17204 allow a person who has lost  
23 money or property as a result of unfair competition to bring a class action in accordance with Code  
24 of Civil Procedure section 382 to recover money or property that may have been acquired from  
25 similarly situated persons by means of unfair competition.

26 30. California law requires employers to pay hourly, non-exempt employees for all hours  
27 they are permitted or suffered to work, including hours that the employer knows or reasonable should  
28 know that employees have worked.

1           31. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,  
2 THIRD, FOURTH, AND SEVENTH causes of action herein.

3           32. Plaintiff lost money or property as a result of the aforementioned unfair competition.

4           33. Defendants have or may have acquired money by means of unfair competition.

5           34. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor  
6 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,  
7 221, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and  
8 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations  
9 alleged herein.

10          35. Defendants have committed criminal conduct through their policies and practices of,  
11 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt  
12 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;  
13 and reimbursement for necessary business expenditures.

14          36. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes  
15 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*  
16 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows  
17 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,  
18 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of  
19 similarly situated persons in a class action proceeding.

20          37. As a result of Defendants' violations of the Labor Code during the applicable  
21 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form  
22 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

23          38. Plaintiff is informed and believes that other similarly situated persons have been  
24 subject to the same unlawful policies or practices of Defendants.

25          39. Due to the unfair and unlawful business practices in violation of the Labor Code,  
26 Defendants have gained a competitive advantage over other comparable companies doing business in  
27 the State of California that comply with their legal obligations.

28          40. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive

1 relief for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act  
2 violates or is considered unlawful under any other state or federal law.

3 41. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,  
4 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining  
5 Defendants, and each of them, and their agents and employees, from further violations of the Labor  
6 Code and applicable Wage Orders.

7 42. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff  
8 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining  
9 Defendants, and each of them, and their agents and employees, from further violations of the Labor  
10 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks  
11 an order permanently enjoining Defendants, and each of them, and their respective agents and  
12 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission  
13 Wage Orders.

14 43. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of  
15 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully  
16 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful  
17 and unfair business practices.

18 44. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
19 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover  
20 reasonable attorneys’ fees in connection with their unfair competition claims.

21 45. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of  
22 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully  
23 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful  
24 and unfair business practices.

25 46. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
26 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover  
27 reasonable attorneys’ fees in connection with their unfair competition claims.

28 ///

1 **NINTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 85. Plaintiff incorporates the preceding paragraphs as if fully alleged herein. During the  
5 applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 210,  
6 221, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,  
7 1198, 1199, 2698, 2699, *et seq.*, and 2802. Labor Code §§ 2699(a) and (g) authorize an aggrieved  
8 employee, on behalf of himself and other current and former employees, to bring a representative  
9 civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3  
10 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil  
11 Procedure section 382.

12 1. Plaintiff, a former employee against whom Defendants committed one or more of the  
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee  
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt  
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of  
16 Defendants within the state of California from one year prior to the date of this letter and continuing  
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as  
18 “Aggrieved Employees”)

19 2. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §  
20 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)  
21 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to  
22 investigate.

23 3. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil  
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7,  
25 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et*  
26 *seq.*, and 2802:

- 27 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and  
28 2802, one hundred dollars (\$100) for each employee per pay period for each

1 initial violation and two hundred dollars (\$200) for each employee per pay  
2 period for each subsequent violation (penalties set by Labor Code §  
3 2699(f)(2));

4 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty  
5 (30) days' pay as waiting time (penalties set by Labor Code § 256);

6 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each  
7 employee for each initial violation that was neither willful nor intentional, two  
8 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully  
9 withheld from each employee, for each initial violation that was either willful  
10 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-  
11 five percent (25%) of the amount unlawfully withheld from each employee,  
12 for each subsequent violation, regardless of whether the subsequent violation  
13 was either willful or intentional (penalties set by Labor Code § 210);

14 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each  
15 employee for each initial violation that was neither willful nor intentional, two  
16 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of  
17 the amount unlawfully withheld from each employee, for each initial violation  
18 that was either willful or intentional, and two hundred dollars (\$200) for each  
19 employee, plus twenty-five percent (25%) of the amount unlawfully withheld  
20 from each employee, for each subsequent violation, regardless of whether the  
21 subsequent violation was either willful or intentional (penalties set by Labor  
22 Code § 225.5);

23 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial  
24 citation, two hundred and fifty dollars (\$250) for each employee for each  
25 violation. Alternatively, if an initial citation or its equivalent occurred before  
26 the filing of this action, one thousand dollars (\$1,000) for each employee for  
27 each violation (penalties set by Labor Code § 226.3);

28 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each

employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, the State of California, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;

- 1 m. Costs of suit;  
2 n. Reasonable attorneys' fees; and  
3 o. Such other relief as the Court deems just and proper.  
4

5 Dated: February 28, 2025

D.LAW, INC.

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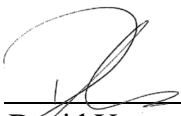
8 \_\_\_\_\_  
9 David Yeremian  
10 David Keledjian  
11 Elizabeth Harrier  
12 Attorneys for Plaintiff  
13 CESAR E. PAYAN DURAN, and the putative  
14 class  
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**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself, all other similarly situated, the State of California, and the general public, hereby demands a jury trial on all issues so triable.

Dated: February 28, 2025 D.LAW, INC.



David Yermian  
David Keledjian  
Elizabeth Harrier  
Attorneys for Plaintiff  
CESAR E. PAYAN DURAN, and the putative  
class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd, Suite 840, Glendale, CA 91205.

Ryan H. Crosner  
Taylor Ealand  
**OGLETREE DEAKINS**  
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**[ ] (BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

**[X] (STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Jordan Floyd