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5 Attorney for Plaintiffs Tina Powers, Aidee Alcantar,
6 Leslie Patricia Hernandez, Maria Reyes Licon,
Eric Nyugen, Krystal Turner

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9
10 TINA POWERS, AIDEE ALCANTAR,)
LESLIE PATRICIA HERNANDEZ,)
11 MARIA REYES LICON, ERIC NYUGEN,)
KRISTAL TURNER, Individually and on)
12 Behalf of those Similar Situated,)

13 Plaintiffs)

14 vs.)

15 YUDAO INVESTMENTS INC., SILVIA)
ZHANG, an individual, DONGCHAO)
16 XUAN, an individual, GUOJUN XUAN, an)
individual, WANYAO XUAN, an)
17 individual, and DOES)
1 through 10,)

18 .)
19 Defendant(s))

CASE NO. **23STCV29603**

The Honorable
Department

CLASS ACTION COMPLAINT

1. Failure to Pay Minimum Wage for All
Hours Worked [California Labor Code §§
510, 1194 and 1198];
2. Failure to Pay Overtime Compensation
[California Labor Code §§ 510, 1194 and
1198];
3. Meal Period Violations [California
Labor Code §§ 226.7, 512];
4. Rest Period Violations [California
Labor Code §§ 226]
5. Failure to Indemnify Necessary
Business Expenses [California Labor Code
§2802]
6. Failure to Timely Pay Final Wages at
Termination [California Labor Code §§ 201-
203];
7. Failure to Provide Accurate Itemized
Wage Statements [California Labor Code §
226];
8. Failure to Timely Respond to Wage
Records Requests [California Labor Code §
226];
9. Failure to Timely Respond to Personnel
Records Requests [California Labor Code §
1198.5]; and
10. Unfair Business Practices [Bus. &
Prof. Code §§ 17200, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiffs **TINA POWERS, AIDEE ALCANTAR, LESLIE PATRICIA HERNANDEZ,**
2 **MARIA REYES LICON, ERIC NYUGEN, and KRYSTAL TURNER,** (“Plaintiffs”), on
3 behalf of themselves, and all others similarly situated, complain and allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants **YUDAO INVESTMENTS INC.,**
6 **SILVIA ZHANG, DONGCHAO XUAN, GUOJUN XUAN** and **WANYAO XUAN** and Does
7 1 through 10 (collectively referred to as "Defendants") for California Labor Code violations,
8 Industrial Welfare Commission Wage Order violations, and unfair business practices stemming
9 from, among other things, Defendants, and each of their, failure to pay overtime wages, failure to
10 provide rest periods, failure to pay penalty wages for missed, interrupted, or late meal periods,
11 failure to pay penalty wages for missed, interrupted, or late rest periods, failure to timely pay all
12 wages to terminated employees, failure to furnish accurate wage statements, failure to timely
13 respond to a wage records request, failure to timely respond to a personnel records request and
14 unfair business practices.

15 2. To the extent authorized by law, Plaintiffs brings these claims individually and as
16 a class action on behalf of themselves and current and former employees of Defendants
17 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully
18 below). Class members consists of Plaintiffs and all other persons who have been employed by
19 any Defendants in California as non-exempt employees misclassified as exempt employees for
20 the past four years prior to the filing of this class action complaint.

21 3. Defendants own/owned and operate/operated an industry, business, and
22 establishment within the State of California, including El Monte and Arcadia. Thus, based upon
23 all the facts and circumstances incident to Defendants' business in California, Defendants are
24 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
25 ("IWC"), and the California Business & Professions Code.

26 4. To the extent authorized by law, Plaintiffs brings these claims individually and as
27 a class action on behalf of themselves and current and former employees of Defendants
28 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully

1 below). Class members consists of Plaintiffs and all other persons who have been employed by
2 any Defendants in California as non-exempt employees misclassified as exempt employees for
3 the past four years prior to the filing of this class action complaint.

4 5. Despite these requirements, throughout the statutory period Defendant maintained
5 a systematic, company-wide policy and practice of:

6 (a) Failing to pay employees minimum wage for all hours in compliance with
7 the California Labor Code and IWC Wage Orders;

8 (b) Failing to pay employees overtime wages in compliance with the
9 California Labor Code and IWC Wage Orders;

10 (c) Failing to permit employees to take timely, uninterrupted, and duty-free
11 meal periods in compliance with the California Labor Code and IWC Wage Orders or to
12 pay an additional hour's pay at the regular rate of pay for each workday a missed,
13 interrupted, or late meal period occurred;

14 (d) Failing to permit employees to take timely, uninterrupted, and duty-free
15 rest periods in compliance with the California Labor Code and IWC Wage Orders or to
16 pay an additional hour's pay at the regular rate of pay for each workday a missed,
17 interrupted, or late rest period violation occurred;

18 (e) Failing to indemnify employees for necessary business expenses incurred;

19 (f) Failing to timely pay wages and timely pay final wages at termination;

20 (g) Failing to provide employees with accurate, itemized wage statements
21 containing all the information required by the California Labor Code;

22 (h) Failing to provide employees with accurate, itemized wage statements
23 containing all the information required by the California Labor Code;

24 (i) Failing to timely respond to Wage Records requests;

25 (j) Failing to timely respond to Personnel Records requests; and

26 (k) Engaging in unfair business practices.

27 6. Defendants, and each of them, were on actual and constructive notice of the
28 improprieties alleged herein and intentionally refused to rectify their unlawful policies.

1 Defendants' violations, as alleged above, during all relevant times herein were willful and
2 deliberate.

3 7. Defendants, and each of them, engaged in these unlawful wage and hour practices
4 as several forms of unfair competition to gain a competitive advantage against other entities.

5 8. At all relevant times, Defendants, and each of them, were and are legally
6 responsible as owners and managing agents of the employer for all of the unlawful conduct,
7 policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs
8 as the employer of Plaintiffs and class members, including in a manner covered by California
9 Labor Code section 558.1. Further, Defendants, are responsible for each of the unlawful acts or
10 omissions complained of herein under the doctrine of "respondeat superior."

11 **THE PARTIES**

12 **A. Plaintiffs**

13 9. Plaintiff Tina Powers is a California resident that worked for Defendants in the
14 County of Los Angeles, State of California, as an assistant to a real estate agent and broker
15 employee from approximately April 18, 2022, until she was terminated on September 7, 2022.
16 Plaintiff was not paid for overtime hours at an overtime rate and was denied rest periods of 10
17 minutes for every 4.0 hours worked. Plaintiff also did not receive pay stubs or full wage
18 statements every pay period and was not provided at least three (3) sick days per year. Plaintiff
19 brings this class on behalf of herself and similarly situated employees including both those
20 misclassified as an exempt employee and those classified as non-exempt employees both present
21 and former up to a full four years prior to the date of the filing of this Complaint.

22 10. Plaintiff Aidee Alcantar is a California resident that worked for Defendants in the
23 County of Los Angeles, State of California from approximately August 20, 2022 through
24 September 18, 2022 as an Evictions Manager. Plaintiff brings this class on behalf of herself and
25 similarly situated employees, both present and former, up to a full four years prior to the date of
26 the filing of this Complaint.

27 11. Plaintiff Leslie Patricia Hernandez is a California resident that worked for
28

1 Defendants in the County of Los Angeles, State of California as an office manager. Plaintiff
2 brings this class on behalf of herself and similarly situated employees, both present and former,
3 up to a full four years prior to the date of the filing of this Complaint.

4 12. Plaintiff Maria Reyes Licon is a California resident that worked for Defendants in
5 the County of Los Angeles, State of California from approximately April 8, 2022 through
6 December 28, 2022 as an Eviction Processor. Plaintiff brings this class on behalf of herself and
7 similarly situated employees, both present and former, up to a full four years prior to the date of
8 the filing of this Complaint.

9 13. Plaintiff Eric Nyugen is a California resident that worked for Defendants in the
10 County of Los Angeles, State of California from approximately May 20, 2022 through
11 September 20, 2022 as a Real Estate Assistant. Plaintiff brings this class on behalf of himself and
12 similarly situated employees, both present and former, up to a full four years prior to the date of
13 the filing of this Complaint.

14 14. Plaintiff Krystal Turner is a California resident that worked for Defendants in the
15 County of Los Angeles, State of California from approximately May 2022 through July 2022 as
16 a Real Estate Assistant. Plaintiff brings this class on behalf of herself and similarly situated
17 employees, both present and former, up to a full four years prior to the date of the filing of this
18 Complaint.

19 15. Plaintiffs reserve the right to seek leave to amend this complaint to add new
20 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
21 *American Savings and Loan Association*, 5 Cal. 3d 864, 872 (1971) and other applicable law.

22 **B. Defendants**

23 16. Defendant Yudao Investment Inc. is a California corporation with its principal
24 place of business in El Monte, California. Yudao Investment Inc. is a business entity conducting
25 business in numerous counties throughout the State of California, including in Los Angeles
26 County. Yudao Investment Inc. is the former employer of Plaintiff and the current and/or former
27 employers of the putative Class. Yudao Investment Inc. suffered and permitted Plaintiff and class
28 members to work, and/or controlled their wages, hours, or working conditions and including

1 within the meaning of California Labor Code section 558.1.

2 17. Defendant Silvia Zhang is a California individual, Plaintiff's direct supervisor and
3 a real estate agent and broker employed by of Yudao Investment Inc., the former employer of
4 Plaintiff, and employer the current and/or former employers of the putative Class. Silvia Zhang
5 suffered and permitted Plaintiff and class members to work, and controlled their wages, hours, or
6 working conditions and including within the meaning of California Labor Code section 558.1.

7 18. Defendant Dongchao Xuan is a California individual and a managing agent of
8 Defendant Yudao Investment Inc., the former employer of Plaintiffs, and the employer of the
9 current and/or former employers of the putative Class. Dongchao Xuan suffered and permitted
10 Plaintiffs and class members to work, and their wages, hours, or working conditions and
11 including within the meaning of California Labor Code section 558.1.

12 19. Defendant Guojun Xuan is a California individual, a managing agent and chief
13 executive officer of Defendant Yudao Investments Inc., the former employer of Plaintiffs, and
14 the employer of current and/or former employers of the putative Class. Guojun Xuan suffered
15 and permitted Plaintiffs and class members to work, and controlled their wages, hours, or
16 working conditions and including within the meaning of California Labor Code section 558.1.

17 20. Defendant Wanyao Xuan is a California individual living, a chief executive
18 officer of Defendant Yudao Investments Inc., the former employer of Plaintiff, and the employer
19 of current and/or former employers of the putative Class. Wanyao Xuan suffered and permitted
20 Plaintiff and class members to work, and controlled their wages, hours, or working conditions
21 and including within the meaning of California Labor Code section 558.1.

22 21. Plaintiffs do not currently know the true names or capacities of the persons or
23 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
24 names. Each of the Doe Defendants suffered and permitted Plaintiffs and class members to work
25 and controlled their wages, hours, or working conditions, was in some manner legally
26 responsible for the damages suffered by Plaintiffs and class members, as alleged herein within
27 the meaning of California Labor Code section 558.1. Plaintiffs will amend this complaint to set
28 forth the true names and capacities of these Defendants when they have been ascertained,

1 together with appropriate charging allegations, as may be necessary. At all times mentioned
2 herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing
3 business in, availed themselves of the jurisdiction of, and/or injured a significant number of the
4 Plaintiffs and class members in the State of California.

5 22. Plaintiffs are informed and believes and thereon alleges that at all relevant times
6 each Defendant, directly or indirectly, or through agents or other persons, suffered and permitted
7 Plaintiffs and class members to work, and controlled their wages, hours, or working conditions.
8 Plaintiffs are informed and believes and thereon alleges that, at all relevant times, each
9 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
10 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
11 interest of some or all of the other Defendants, and was engaged with some or all of the other
12 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
13 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
14 Plaintiffs are informed and believes and thereon alleges that each Defendant acted pursuant to
15 and within the scope of the relationships alleged above, that each Defendant knew or should have
16 known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the
17 conduct of all other Defendants. Defendants, and each of them, suffered and permitted Plaintiffs,
18 and class members to work, and controlled their wages, hours, or working conditions within the
19 meaning of California Labor Code section 558.

20 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 23. Defendants own and operate a business that engages real estate agents and
22 brokers.

23 **Defendants Engaged in Numerous Wage and Hour Violations.**

24 24. Plaintiffs were purposefully and knowingly misclassified as exempt employees by
25 Defendants to avoid having to pay them for all hours that they worked, having to pay them
26 overtime, having to provide timely and uninterrupted rest periods, and having to provide timely
27 and uninterrupted meal periods. In all cases, they were misclassified because their job duties
28 were not those of any type of exempt employee.

1 25. On most days, Plaintiffs and class members typically worked over eight hours
2 each of their workdays without being paid any overtime wages for any of the overtime hours
3 they worked.

4 26. On most days, Plaintiffs and class members, typically were not able to take a
5 timely, uninterrupted, and duty-free meal break of at least 30 minutes in duration. Throughout
6 the statutory period, Defendants have wrongfully failed to provide Plaintiffs and the Class with
7 legally compliant meal periods. Defendants often required Plaintiffs and the Class to work in
8 excess of five consecutive hours a day without providing 30-minute, continuous and
9 uninterrupted, duty-free meal period for every five hours of work, or without compensating
10 Plaintiffs, and the Class for meal periods that were not provided by the end of the fifth hour of
11 work or tenth hour of work. Defendants also did not adequately inform Plaintiffs and the Class of
12 their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10
13 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to
14 not provide meal periods to Plaintiffs and the Class in compliance with California law. Further,
15 Defendants did not maintain accurate records of employee work periods, and therefore
16 Defendants cannot demonstrate that Plaintiffs, and class members took proper timely and
17 uninterrupted meal periods in accordance with California law.

18 27. On most days, Plaintiffs, and class members typically were not able to take any
19 rest breaks but were required to work in excess of four consecutive hours a day without
20 Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted,
21 rest period for every four hours of work (or major fraction of four hours). Defendants also did
22 not adequately inform Plaintiffs and class members of their right to take a rest period. Moreover,
23 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
24 Plaintiffs and class members nor did Defendants have adequate policies or practices regarding
25 the timing of rest periods. Defendants also did not have adequate policies or practices to verify
26 whether Plaintiffs and class members were taking their required rest periods. Further, Defendants
27 did not maintain accurate records of employee work periods, and therefore Defendants cannot
28 demonstrate that Plaintiffs and class members took rest periods during the middle of each work

1 period. This was done without compensating Plaintiffs and class members for rest periods that
2 were not authorized or permitted. Accordingly, Defendants' policy and practice was to not
3 authorize and permit Plaintiffs and class members to take rest periods in compliance with
4 California law.

5 28. On most days, Plaintiffs and class members typically were required to work “off
6 the clock” and were not paid at least minimum wage for such hours worked “off the clock.”
7 Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked
8 (including minimum wages and overtime wages). Accordingly, Defendants' policy and practice
9 was to not record and pay time in compliance with California law and failed to maintain accurate
10 pay records. Defendants further failed to maintain accurate pay records because of their failure to
11 provide proper meal and rest period premium payments, and their failure to provide proper wage
12 statements.

13 29. During the relevant period, Defendants failed to pay Plaintiffs and class members,
14 for necessary business expenses incurred in direct discharge of their duties including but not
15 limited to their use of their personal cellular phones for work purposes at the request of
16 Defendants without any compensation for said usage of their personal phones. Also, Plaintiffs
17 and class members were also required to use their own vehicles and computers for work, and, as
18 to the vehicles, without full vehicle reimbursements such as mileage. Accordingly, Defendants'
19 policy and practice was to not reimburse reasonable business expenses in compliance with
20 California law.

21 30. As to terminated employees, during the relevant period, Defendants failed to pay
22 Plaintiffs and class members timely including but not limited to the timely payment of all final
23 wages when each employee was terminated. Accordingly, Defendants' policy and practice was
24 not to pay final pay in compliance with California law.

25 31. During the relevant period, Defendants failed to provide Plaintiffs and class
26 members employment, accurate wage statement. The wage statements were inaccurate because
27 they contained one or more of the following errors:

- 28 • they failed to provide the correct “regular rate of pay” including but not limited for

1 overtime, meal period penalties, and rest period penalties, in compliance with California
2 law. For example, Plaintiffs and class members, earned non-discretionary bonuses,
3 commissions, meal and rest period penalties, and other remuneration in the “regular rate
4 of pay” resulting in an incorrect “regular rate of pay;”

- 5 • They failed to reflect all hours worked;
- 6 • They failed to reflect overtime hours worked;
- 7 • They failed to contain all items required by California Labor Code section 226(a);
- 8 • They failed to accurately reflect all items required by California Labor Code section
9 226(a).

10 Accordingly, Defendants' policy and practice was not to accurate wage statements in compliance
11 with California law entitling Plaintiffs and class members to damages of up to \$4,000.00 and
12 attorney’s costs and fees.

13 32. In maintaining a practice of not paying all wages owed, not paying the correct
14 “regular rate of pay,” and not maintaining accurate wage statements, Defendants further failed to
15 maintain accurate records of the hours Plaintiff and class members worked.

16 33. Defendants failed to timely respond to Wage Records request of Plaintiffs and
17 class members.

18 34. Defendants failed to timely respond to Personnel Records requests of Plaintiffs
19 and class members.

20 **CLASS ACTION ALLEGATIONS**

21 35. Plaintiffs brings certain claims individually, as well as on behalf of each and all
22 other persons similarly situated, and thus, seek class certification under California Code of Civil
23 Procedure § 382.

24 36. All claims alleged herein arise under California law for which Plaintiffs seek
25 relief authorized by California law.

26 37. The proposed Class consists of and is defined as: All persons who was
27 misclassified as a exempt employee, who was an improperly unpaid or underpaid or who worked
28 for any Defendant in California as an hourly, non-exempt employee at any time during the period

1 beginning four years before the filing of the initial complaint in this action and ending when
2 notice to class members is sent.

3 38. This class is ascertainable and class members are identifiable by use of
4 Defendant's employment records.

5 39. At all material times, Plaintiffs were a member of class members.

6 40. Plaintiffs undertake this activity to improve the wages and working conditions of
7 all class members.

8 41. There is a well-defined community of interest in the litigation and class members
9 is readily ascertainable:

10 (a) Numerosity: The members of class members (and each subclass, if any) are so
11 numerous that joinder of all members would be unfeasible and impractical. The
12 membership of the entire Class is unknown to Plaintiffs at this time; however, class
13 members is estimated to be greater than 35 individuals and the identity of such
14 membership is readily ascertainable by inspection of Defendants' payroll records.

15 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
16 interests of each class member with whom there is a shared, well- defined community of
17 interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members'
18 claims as demonstrated herein.

19 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the
20 interests of each class member with whom there is a shared, well-defined community of
21 interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with
22 or interests antagonistic to any class member. Plaintiffs' attorneys, the proposed class
23 counsel, are versed in the rules governing class action discovery, certification, and
24 settlement. Plaintiffs have incurred, and throughout the duration of this action, will
25 continue to incur costs and attorneys' fees that have been, are, and will be necessarily
26 expended for the prosecution of this action for the substantial benefit of each class
27 member.

28 (d) Superiority: A Class Action is superior to other available methods for the fair and

1 efficient adjudication of the controversy, including consideration of: (1) the predominate
2 common questions of law and/or fact; (2) the interests of the members of class members
3 in individually controlling the prosecution or defense of separate actions; (3) the extent
4 and nature of any litigation concerning the controversy already commenced by or against
5 members of class members; (4) the desirability or undesirability of concentrating the
6 litigation of the claims in the particular forum; and (5) the difficulties likely to be
7 encountered in the management of a class action.

8 (e) Public Policy Considerations: The public policy of the State of California is to
9 resolve the California Labor Code claims of many employees through a class action.
10 Indeed, current employees are often afraid to assert their rights out of fear of direct or
11 indirect retaliation. The employer's employees are also fearful of bringing actions
12 because they believe their former employers might damage their future endeavors
13 through negative references and/or other means. Class actions provide class members
14 who are not named in the complaint with a type of anonymity that allows for the
15 vindication of their rights at the same time as their privacy is protected.

16 42. There are common questions of law and fact as to class members (and each
17 subclass, if any) that predominate over questions affecting only individual members, including
18 without limitation, whether, as alleged herein, Defendants have:

- 19 (a) Having a policy of knowing failing to and failing to pay employees minimum
20 wage for all hours in compliance with the California Labor Code and IWC Wage Orders;
- 21 (b) Having a policy of knowing failing to and failing to pay employees overtime
22 wages in compliance with the California Labor Code and IWC Wage Orders;
- 23 (c) Having a policy of knowing failing to and failing to permit employees to take
24 timely, uninterrupted, and duty-free meal periods in compliance with the California
25 Labor Code and IWC Wage Orders or to pay an additional hour's pay at the regular rate
26 of pay for each workday a missed, interrupted, or late meal period occurred;
- 27 (d) Having a policy of knowing failing to and failing to permit employees to take
28 timely, uninterrupted, and duty-free rest periods in compliance with the California Labor

1 Code and IWC Wage Orders or to pay an additional hour's pay at the regular rate of pay
2 for each workday a missed, interrupted, or late rest period violation occurred;

3 (e) Having a policy of knowing failing to and failing to indemnify employees for
4 necessary business expenses incurred;

5 (f) Having a policy of knowing failing to and failing to timely pay final wages at
6 termination; and

7 (g) Having a policy of knowing failing to and failing to provide employees with
8 accurate, itemized wage statements containing all the information required by the
9 California Labor Code.

10 (h) Having a policy of knowing failing to and refusing to respond to requests for
11 wage records as required by California Labor Code Section 226.

12 (i) Having a policy of knowing failing to and refusing to respond to requests for
13 personnel records as required by California Labor Code Section 1198.5.

14 (h) Having a policy of knowingly engaging in unfair business practices.

15 43. Plaintiffs will seek to certify a **Minimum Wage Subclass**. All of Defendants'
16 California-based misclassified exempt and non-exempt, hourly paid current and former
17 employees employed during the relevant time period to whom Defendants failed to pay
18 minimum wage for all hours worked (hereinafter, the "Minimum Wage Class")

19 44. Plaintiffs will seek to certify an **Overtime Subclass**. All of Defendants'
20 California-based misclassified exempt and non-exempt, hourly paid current and former
21 employees employed during the relevant time period to whom Defendants failed to pay overtime
22 wages (hereinafter, the "Overtime Class")

23 45. Plaintiffs will seek to certify a **Meal Periods Violation Subclass**. All of
24 Defendants' California-based misclassified exempt and non-exempt, hourly paid current and
25 former employees employed during the relevant time period that were nor provided timely,
26 uninterrupted, and duty-free meal periods or who were not paid in lieu thereof an additional hour
27 of pay at their regular rate of pay for each workday on which Defendants did not provide a
28 timely, uninterrupted, and duty-free meal periods (hereinafter, the "Meal Period Violations

1 Subclass").

2 46. Plaintiffs will seek to certify a **Rest Period Subclass**. All of Defendants'
3 California-based misclassified exempt and non-exempt, hourly paid current and former
4 employees employed during the relevant time period that were not provided a legally adequate
5 rest period for each day in which such employees was not provided a 10 minute rest break for
6 every four hours of work, or every major fraction thereof or were not paid in lieu thereof an
7 additional hour of pay at their regular rate of pay for each workday on which Defendants did not
8 provide timely, uninterrupted, and duty-free rest periods (hereinafter, the "Rest Period
9 Subclass").

10 47. Plaintiff will seek to certify a **Failure to Reimburse Business Related**
11 **Expenses Subclass**. All of Defendants' California- based misclassified exempt and non-exempt,
12 hourly paid current and former employees employed during the relevant time period who did not
13 receive all wages owed for necessary business-related expenses and costs in accordance with
14 California Labor Code sections 2800 and 2802 (hereinafter, the Business Expense Subclass").

15 48. Plaintiffs will seek to certify a **Waiting Time Penalties Subclass**. All of
16 Defendants' California-based misclassified exempt and non-exempt, hourly paid current and
17 former employees employed during the relevant time period that did not receive all wages owed
18 to them at the time of termination or resignation (hereinafter, the "Waiting Time Penalties").

19 49. Plaintiffs will seek to certify an **Itemized Wage Statement Subclass**. All of
20 Defendants' California-based misclassified exempt and non-exempt, hourly paid current and
21 former employees employed during the relevant time period that did not receive an itemized
22 wage statement that listed the correct straight and/or overtime number of hours that the employee
23 worked in the pay period, the correct corresponding rates of pay, the correct gross and net wages
24 earned and/or correct name and address of the legal entity that is their employer (hereinafter, the
25 Itemized Wage Statement Subclass").

26 50. Plaintiff will seek to certify a **Wage Records Requests Subclass**. All of
27 Defendants' California-based misclassified exempt and non-exempt, hourly paid current and
28 former employees employed during the relevant time period who did not receive a timely

1 response to Wage Records requests in accordance with California Labor Code section 226
2 (hereinafter, the Wage Records Subclass").

3 51. Plaintiff will seek to certify a **Personnel Records Requests Subclass**. All of
4 Defendants' California-based misclassified exempt and non-exempt, hourly paid current and
5 former employees employed during the relevant time period who did not receive a timely
6 response to Personnel Records requests in accordance with California Labor Code section 1198.5
7 (hereinafter, Personnel Records Subclass").

8 52. Representative Plaintiffs reserve the right under Rule 3.765(b) of the California
9 Rules of Court to amend or modify the class descriptions with greater specificity or further
10 division into subclasses or limitation to particular issues as appropriate based on investigation,
11 discovery, and specific theories of liability.

12 53. This Court should permit this action to be maintained as a class action pursuant to
13 California Code of Civil Procedure § 382 because:

- 14 (a) The questions of law and fact common to class members predominate over any
15 question affecting only individual members;
- 16 (b) A class action is superior to any other available method for the fair and efficient
17 adjudication of the claims of the members of class members;
- 18 (c) The members of class members are so numerous that it is impractical to bring all
19 members of class members before the Court;
- 20 (d) Plaintiffs, and the other members of class members, will not be able to obtain
21 effective and economic legal redress unless the action is maintained as a class action;
- 22 (e) There is a community of interest in obtaining appropriate legal and equitable
23 relief for the statutory violations, and in obtaining adequate compensation for the
24 damages and injuries for which Defendants are responsible in an amount sufficient to
25 adequately compensate the members of class members for the injuries sustained;
- 26 (f) Without class certification, the prosecution of separate actions by individual
27 members of class members would create a risk of: (1) inconsistent or varying
28 adjudications with respect to individual members of class members which would

1 establish incompatible standards of conduct for Defendants; and/or (2) adjudications with
2 respect to the individual members which would, as a practical matter, be dispositive of
3 the interests of other members not parties to the adjudications, or would substantially
4 impair or impede their ability to protect their interests, including but not limited to the
5 potential for exhausting the funds available from those parties who are, or may be,
6 responsible Defendants; and,

7 (g) Defendants have acted or refused to act on grounds generally applicable to class
8 members, thereby making final injunctive relief appropriate with respect to class
9 members as a whole.

10 54. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
11 class members that would set forth the subject and nature of the instant action. The Defendants'
12 payroll records may be utilized for assistance in the preparation and issuance of the contemplated
13 notices to each class member. Plaintiffs contemplate the use of published notice, email notice,
14 first-class mail, or combinations thereof, or by other methods suitable to class members and
15 deemed necessary and appropriate by the Court.

16 **FIRST CAUSE OF ACTION**

17 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

18 55. Plaintiffs incorporates and realleges each and every preceding paragraphs of this
19 Complaint as if it were set forth at length herein.

20 56. "Hours worked" is the time during which an employee is subject to the control of
21 an employer and includes all the time the employee is suffered or permitted to work, whether or
22 not required to do so.

23 57. At all relevant times herein mentioned, Defendants had and still have a policy of
24 knowingly failing and failing to pay Plaintiffs and class members minimum wage compensation
25 for all hours they worked. By their failure to pay compensation for each hour worked as alleged
26 above, Defendants willfully violated the provisions of Section 1194 of the California Labor
27 Code, and any additional applicable Wage Orders, which require such compensation to non-
28 exempt employees.

1 an employer and includes all the time the employee is suffered or permitted to work, whether or
2 not required to do so.

3 67. At all relevant times herein mentioned, Defendants had and still have a policy of
4 knowingly failing and failing to pay Plaintiffs and class members compensation for all overtime
5 hours they worked.

6 68. California Labor Code § 510 provides that employees in California shall not be
7 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
8 they receive additional compensation beyond their regular wages in amounts specified by law.

9 69. California Labor Code §§ 1194 and 1198 provide those employees in California
10 shall not be employed more than eight hours in any workday unless they receive additional
11 compensation beyond their regular wages in amounts specified by law. Additionally, California
12 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
13 by the Industrial Welfare Commission is unlawful.

14 70. At all times relevant hereto, Plaintiffs and class members have worked more than
15 eight hours in a workday as employees of Defendants.

16 71. At all times relevant hereto, Defendants had a policy of knowingly failing to and
17 failed to pay Plaintiffs and class members overtime compensation for the hours they have
18 worked in excess of the maximum hours permissible by law as required by California Labor
19 Code § 510 and 1198. Plaintiffs and class members are regularly required to work overtime
20 hours. Accordingly, Plaintiffs and class members are entitled to recover overtime wages for all
21 overtime hours worked for Defendants.

22 72. By failing to keep adequate time records required by California Labor Code §
23 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
24 due to Plaintiffs and class members.

25 73. By virtue of the Defendants' unlawful failure to pay additional compensation to
26 Plaintiffs and class members for their overtime hours worked without pay, Plaintiffs and class
27 members suffered, and will continue to suffer, damages in amounts which are presently unknown
28 to Plaintiffs and class members, but which exceed the jurisdictional minimum of this Court, and

1 which will be ascertained according to proof at trial.

2 74. Plaintiffs and class members are also entitled to seek recovery of all unpaid
3 overtime wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
4 Code §§ 218.5, 218.6, and 1194(a).

5 **THIRD CAUSE OF ACTION**

6 **(Against All Defendants for Failure to Provide Meal Periods)**

7 75. Plaintiffs incorporates and realleges each and every proceeding paragraphs of this
8 Complaint as if it were set forth at length herein.

9 76. Under California law, Defendants have an affirmative obligation to relieve the
10 Plaintiffs and class members of all duty in order to take their first daily meal periods no later than
11 the start of Plaintiffs and class members' sixth hour of work in a workday, and to take their
12 second meal periods no later than the start of the eleventh hour of work in the workday. Section
13 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an
14 employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It
15 is a violation of Section 226.7 of the California Labor Code for an employer to require any
16 employee to work during any meal period mandated under any Wage Order.

17 77. Despite these legal requirements, Defendants had and still have a policy of
18 knowingly failing to and regularly failed to provide Plaintiffs and class members with both meal
19 periods as required by California law. By their failure to permit and authorize Plaintiffs and class
20 members to take all meal periods as alleged above or because Defendants made it impossible or
21 impracticable to take these meal periods timely, uninterrupted, and duty-free, Defendants
22 willfully violated the provisions of Section 226.7 of the California Labor Code and the
23 applicable Wage Orders.

24 78. Under California law, Plaintiffs and class members are entitled to be paid one
25 hour of additional wages at his or her regular rate of pay for each workday he or she was not
26 provided with all required meal period(s), plus interest thereon.

27 79. Plaintiffs and class members are also entitled to seek recovery of all unpaid meal
28 period premiums wages, interest, and reasonable attorneys' fees and costs pursuant to California

1 Labor Code §§ 218.5, and 218.6.

2 **FOURTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

4 80. Plaintiffs incorporates and realleges each and every proceeding paragraphs of this
5 Complaint as if it were set forth at length herein.

6 81. Defendants are required by California law to authorize and permit breaks of 10
7 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than
8 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
9 the employer permit and authorize all employees to take paid rest periods of 10 minutes each
10 foreach 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and 10
11 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
12 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
13 the California Labor Code for an employer to require any employee to work during any rest
14 period mandated under any Wage Order.

15 82. Despite these legal requirements, Defendants had and still have a policy of
16 knowing failing to and failed to authorize Plaintiffs and class members to take rest breaks,
17 regardless of whether employees worked more than 4 hours in a workday. By their failure to
18 permit and authorize Plaintiffs and class members to take rest periods as alleged above or
19 because Defendants made it impossible or impracticable to take rest periods timely,
20 uninterrupted, and duty-free, Defendants willfully violated the provisions of Section 226.7 of the
21 California Labor Code and the applicable Wage Orders.

22 83. Under California law, Plaintiffs and class members are entitled to be paid one
23 hour of premium wages at his or her regular rate of pay for each workday he or she was not
24 provided with all required rest break(s), plus interest thereon.

25 84. Plaintiffs and class members are also entitled to seek recovery of all unpaid rest
26 period premium wages, interest, and reasonable attorneys' fees and costs pursuant to California
27 Labor Code §§ 218.5, and 218.6.

28

1 **FIFTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

3 85. Plaintiffs incorporates and realleges each and every proceeding paragraphs of this
4 Complaint as if it were set forth at length herein.

5 86. Defendants violated California Labor Code section 2802 and the IWC Wage
6 Orders. Defendants had and still have a policy knowingly failing and by failing to pay and
7 indemnify the Plaintiffs and class members for their necessary expenditures and losses incurred
8 in direct consequence of the discharge of their duties or of their obedience to directions of
9 Defendants including the use of their personal mobile phones and vehicles without any
10 reimbursement of expenses.

11 87. As a result, Plaintiffs and class members were damaged at least in the amounts of
12 the expenses they paid, or which were deducted by Defendants from their wages.

13 88. Plaintiffs and class members they represent are entitled to attorney's fees,
14 expenses, and costs of suit pursuant to California Labor Code section 2802(c) and interest
15 pursuant to California Labor Code section 2802(b).

16 **SIXTH CAUSE OF ACTION**

17 **(Against all Defendants for Failure to Pay Timely Including Final Wages at Termination -**
18 **Waiting Time Penalties)**

19 89. Plaintiffs incorporates and realleges each and every proceeding paragraphs of this
20 Complaint as if it were set forth at length herein.

21 90. Additionally, besides unpaid minimum wages and overtime wages owed, at all
22 times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer
23 discharges an employee, the wages earned and unpaid at the time of discharge are due and
24 payable immediately, and that if an employee voluntarily leaves his or her employment, his or
25 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
26 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
27 which case the employee is entitled to his or her wages at the time of quitting.

28 91. Within the applicable statute of limitations, the employment of Plaintiffs and

1 many other members of class members ended, i.e., was terminated by quitting or discharge, and
2 the employment of others will be. However, during the relevant time period, Defendants failed,
3 and continue to fail to pay terminated Class Members, without abatement, all wages required to
4 be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ.

6 92. Defendants had and still have a policy of knowing failing and failed to pay
7 Plaintiffs and those Class members who are no longer employed by Defendants their wages
8 earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving
9 Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

14 94. Plaintiffs and class members are entitled to recover from Defendants their
15 additional accruing wages for each day they were not paid, at their regular hourly rate of pay, up
16 to 30 days maximum pursuant to California Labor Code § 203. California Labor Code § 203(a)
17 provides “If an employer willfully fails to pay, without abatement or reduction, in accordance
18 with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee
19 who is discharged or who quits, the wages of the employee shall continue as a penalty from the
20 due date thereof at the same rate until paid or until an action therefor is commenced; but the
21 wages shall not continue for more than 30 days. An employee who secretes or
22 absents themselves to avoid payment to them, or who refuses to receive the payment when fully
23 tendered to them, including any penalty then accrued under this section, is not entitled to any
24 benefit under this section for the time during which the employee so avoids payment.”

25 95. California Labor Code § 203(b) provides that: “Suit may be filed for these
26 penalties at any time before the expiration of the statute of limitations on an action for the wages
27 from which the penalties arise.”

28 96. Defendants’ failure to pay the full amount of earned wages due to Plaintiffs upon

1 termination was deliberate and willful. Plaintiffs is entitled to aforementioned penalties under
2 California Labor Code § 203.

3 97. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and class
4 members are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
5 incurred in this action.

6 **SEVENTH CAUSE OF ACTION**

7 **(Against all Defendants for Failure to Provide Accurate Itemized Wage Statements)**

8 98. Plaintiffs incorporates and realleges each and every preceding paragraphs of this
9 Complaint as if it were set forth at length herein.

10 99. At all material times set forth herein, California Labor Code § 226(a) provides that
11 every employer shall furnish each of his or her employees an accurate itemized wage statement
12 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
13 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
14 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
15 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and the last four digits of his or her social security number or an employee
18 identification number other than a social security number, (8) the name and address of the legal
19 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
20 the corresponding number of hours worked at each hourly rate by the employee.

21 100. Defendants had and still have a policy of knowingly failing and knowing,
22 intentionally, and willfully failed to provide employees with complete and accurate wage
23 statements. The deficiencies include, among other things, the failure to correctly identify the
24 gross wages earned by Plaintiffs and class members, the failure to list the true "total hours
25 worked by the employee," and the failure to list the true net wages earned.

26 101. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs
27 and class members have suffered injury and damage to their statutorily protected rights.

28 102. Specifically, Plaintiffs and the members of class members have been injured by

1 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
2 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
3 statements under California Labor Code § 226(a).

4 103. Calculation of the true wage entitlement for Plaintiffs and class members is
5 difficult and time consuming. As a result of this unlawful burden, Plaintiffs and class members
6 were also injured as a result of having to bring this action to attempt to obtain correct wage
7 information following Defendants' refusal to comply with many of the mandates of California's
8 California Labor Code and related laws and regulations.

9 104. Plaintiffs and class members are entitled to recover from Defendants their actual
10 damages caused by Defendants' failure to comply with California Labor Code § 226(a) or a
11 minimum of \$50 for the first infraction and \$100 for every infraction thereafter up to \$4,000.00.

12 **EIGHTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Timely Respond to Wage Records Requests)**

14 105. Plaintiffs incorporates and realleges each and every proceeding paragraphs of this
15 Complaint as if it were set forth at length herein.

16 106. Defendants violated California Labor Code section 226. Defendants had and still
17 have a policy of knowingly failing and by failing to respond to timely requests for Wage
18 Records.

19 107. As a result, Plaintiffs and class members were damaged by Defendants failure to
20 timely respond to Wage Records Requests.

21 108. Plaintiffs and class members they represent are entitled to attorney's fees,
22 expenses, and costs of suit pursuant to California Labor Code section 222.

23 **NINETH CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Timely Respond to Personnel Records Requests)**

25 109. Plaintiffs incorporates and realleges each and every proceeding paragraphs of this
26 Complaint as if it were set forth at length herein.

27 110. Defendants violated California Labor Code section 1198.5. Defendants had and still
28 have a policy of knowingly failing and by failing to respond to timely requests for Personnel

1 Records.

2 111. As a result, Plaintiffs and class members were damaged by Defendants failure to
3 timely respond to Personnel Records Requests.

4 112. Plaintiffs and class members they represent are entitled to attorney's fees,
5 expenses, and costs of suit pursuant to California Labor Code section 1198.5.

6 **TENTH CAUSE OF ACTION**

7 **(Against all Defendants for Unfair Business Practices)**

8 113. Plaintiff incorporates and realleges each and every proceeding paragraphs of this
9 Complaint as if it were set forth at length herein.

10 114. Defendants and DOES 1-10, and each of them, engaged in unfair competition by
11 committing the following acts.

12 115. Plaintiff and class members are also entitled to injunctive relief, as well as an
13 award of attorney's fees and costs to ensure compliance with this section, pursuant to California
14 Labor Code § 226(h).

15 116. Defendants' failure to provide accurate itemized wage statements in accordance
16 with California Labor Code§ 226, as alleged above, constitutes Plaintiff, and all persons
17 similarly situated, and have deprived Plaintiff, and all persons similarly unlawful and/or unfair
18 activity prohibited by California Business & Professions Code§§ 17200, et seq.

19 117. By and through their unfair, unlawful and/or fraudulent business practices
20 described herein, the Defendants have obtained valuable property, money, and services from
21 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

22 118. Plaintiff and class members suffered monetary injury as a direct result of
23 Defendants' wrongful conduct.

24 119. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
25 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
26 Defendants have wrongfully acquired, or of which Plaintiff and class members have been
27 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
28 Plaintiff and class members are not obligated to establish individual knowledge of the wrongful

1 practices of Defendants in order to recover restitution.

2 120. Plaintiff, individually, and on behalf of members of the putative class, are further
3 entitled to and do seek a declaration that the above-described business practices are unfair,
4 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
5 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
6 practices in the future.

7 121. Plaintiff, individually, and on behalf of members of the putative class, have no
8 plain, speedy, and/or adequate remedy at law to redress the injuries which class members
9 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
10 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
11 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
12 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
13 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

14 122. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
15 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
16 withholdings.

17 123. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff
18 and putative Class Members are entitled to restitution of the wages withheld and retained by
19 Defendants during a period that commences four years prior to the filing of this complaint; a
20 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
21 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure
22 §1021.5 and other applicable laws; and an award of costs.

23 124. Defendants' conduct, as alleged above, constitutes unlawful, unfair, and
24 fraudulent activity prohibited by Business and Professions Code sections 17200 et seq.

25 125. As a result of their improper acts, Defendants and DOES 1-10, and each of them,
26 have reaped and continue to reap unfair benefits and illegal profits at Plaintiffs' expense.

27 126. Defendants, and each of them, should be made to restore to Plaintiff these gains
28 pursuant to Business and Professions Code section 17203.

1 127. Defendants, and each of them, should also be subjected to penalties pursuant to
2 Business and Professions Code section 17202 et seq.

3 **PRAYER FOR RELIEF**


4 Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as
5 follows:

- 6 A. That this action be certified as a class action all claims;
7 B. That Plaintiffs be appointed as the representative of class members;
8 C. That counsel for Plaintiffs be appointed as Class Counsel;
9 D. For injunctive relief;
10 E. For cost of unreimbursed business expenses in an amount according to proof;
11 F. For compensatory damages in an amount according to proof;
12 G. For pain and suffering damages in an amount according to proof;
13 H. For punitive damages in an amount according to proof;
14 I. For all interest accrued to date including under California Labor Code section 218.6;
15 J. For recovery of civil penalties on claims One through Seven under California Labor Code
16 including sections 201-203, 226, 226.3, 226.7, 558, 1197.1, 1198.5, 2699;
17 K. For disgorgement of all amounts wrongfully obtained;
18 L. For reasonable attorneys' fee and costs under the California Labor Code including
19 sections 218.5, 226, 1194(a), 1198.5, and 2804 (as to wage and hour violations, and
20 unreimbursed business expenses); and
21 M. For any additional relief that the Court deems just and proper.

22 Respectfully submitted,

23 Dated: December 1, 2023

MICHALSKI LAW OFFICES

24 By: 
James Walter Michalski

25
26 Attorneys for TINA POWERS, AIDEE ALCANTAR,
27 LESLIE PATRICIA HERNANDEZ, MARIA REYES
28 LICON, ERIC NYUGEN, KRYSTAL TURNER,
Individually and On Behalf of those Similar Situated

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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Respectfully submitted,

Dated: December 1, 2023

MICHALSKI LAW OFFICES

By: 
James Walter Michalski

Attorneys for TINA POWERS, AIDEE ALCANTAR,
LESLIE PATRICIA HERNANDEZ, MARIA REYES
LICON, ERIC NYUGEN, KRYSTAL TURNER,
Individually and On Behalf of those Similar Situated