

1 HOYER & ASSOCIATES
Richard A. Hoyer (SBN 151931)
2 rhoyer@hoyerlaw.com
Ryan L. Hicks (SBN 260284)
3 rhicks@hoyerlaw.com
4 4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
tel (415) 766-3539
5 fax (415) 276-1738

6 Attorneys for Plaintiffs
CHRISTOPHER JAVIER, AMBER JOHNSON
7 and SANDY MANU

8 SUPERIOR COURT OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN FRANCISCO

11 CHRISTOPHER JAVIER, AMBER
JOHNSON, AND SANDY MANU, and all
12 others similarly situated,

13 Plaintiff,

14 vs.

15 EAT24, LLC AND YELP INC., and DOES 1-
25,

16 Defendant,
17

Case No. CGC-15-545485

**AMENDED CLASS ACTION
COMPLAINT FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE AND
CALIFORNIA BUSINESS AND
PROFESSIONS CODE**

DEMAND FOR JURY TRIAL

18 Pursuant to Labor Code § 2699.3(a)(2)(C), Plaintiffs Christopher Javier, Amber
19 Johnson, and Sandy Manu (hereinafter “Plaintiffs”), on behalf of themselves and all others
20 similarly situated, by and through their attorneys, file this Amended Complaint against
21 Defendants Eat24, LLC (“Eat24”) and Yelp Inc. (“Yelp;” collectively “Defendants”) seeking to
22 recover for Defendant’s violations of the California Labor Code, applicable Industrial Welfare
23 Commission (“IWC”) Wage Orders, and the Unfair Business Practices Act, California
24

1 Business and Professions Code §§ 17200, *et seq.* (“UCL”). Plaintiffs, on behalf of themselves
2 and all others similarly situated, complain and allege as follows:

3 **INTRODUCTION**

4 1. This is a class action complaint against Defendants to challenge its policies and
5 practices of: (1) failing to authorize, permit, and/or make available to its non-exempt
6 Customer Support Specialists (“CSSs”) who work for Eat24 meal and rest periods to which
7 they are entitled by law and failing to pay premium pay for these missed breaks; (2) as a
8 result of the missed breaks, failing to pay its non-exempt CSSs for all hours worked, including
9 overtime compensation and minimum wage; (3) failing to provide such employees with
10 accurate, itemized wages statements; and (4) failing to pay all wages owed after these
11 employees voluntarily or involuntarily terminated their employment with Defendants. Plaintiffs
12 are former CSSs of Defendants who performed services for Eat24. Plaintiffs seek to
13 represent other current and former CSSs in this class action. Plaintiffs allege that Defendants
14 have engaged in unlawful patterns and practices of failing to meet the requirements of the
15 California Labor Code, the applicable IWC Wage Orders, and the California Business and
16 Professions Code.

17 2. Plaintiffs regularly worked shifts in excess of six-hours and were routinely denied
18 timely and compliant rest and meal periods and Defendants failed to pay them the premium
19 wages for the missed breaks, and the requisite pay for working through the rest breaks to
20 which they were entitled. Defendants regularly impeded their ability to take such breaks, and
21 discouraged employees from taking such breaks, and even flatly prohibited the employees
22 from taking their breaks on a regular basis.

23 3. This daily time that Defendants required Plaintiffs and the class members to work
24 through breaks without compensation for that time deprived them of substantial amounts of

1 pay to which they are entitled under California law. Depending on how many hours Plaintiffs
2 and the class worked on a given day, this unpaid time is owed to Plaintiffs and the class at
3 both straight-time and overtime rates.

4 4. Defendants routinely refuses to authorize, permit, and/or make available to Plaintiffs
5 timely and compliant thirty-minute meal periods as required by law. Furthermore, Defendant
6 sometimes requires Plaintiffs to work in excess of ten hours per day, but does not authorize,
7 permit, and/or make available to them a second thirty-minute meal period as required by law.
8 Under California law, generally, non-exempt hourly employees are to receive one thirty-
9 minute unpaid meal break at the conclusion of every five hours of labor performed.
10 Defendants' policy violates California law in this respect.

11 5. Defendants also routinely refuses to authorize or permit Plaintiffs to take ten-minute
12 rest periods as required by law. Under California law, non-exempt hourly employees are to
13 receive one ten-minute rest period for every four hours, or major fraction thereof, worked.
14 Defendants' policy violates California law in this respect.

15 6. Defendants engages in illegal behavior with respect to wage statements as well: failing
16 to provide such employees with accurate, itemized wage statements.

17 7. Defendants have also failed to pay all wages after these hourly employees voluntarily
18 or involuntarily terminated their employment with Defendants.

19 8. As a result of these violations, Defendants are liable for additional, various other
20 penalties under the Labor Code and for violation of the Unfair Business Practices Act.

21 9. Plaintiffs seek full compensation for all denied timely and compliant meal and rest
22 periods, unpaid wages, including unpaid overtime, waiting time penalties, and premium
23 wages under the applicable sections of the Labor Code. Plaintiffs also seek declaratory and
24 injunctive relief, including restitution. Finally, Plaintiffs seek reasonable attorneys' fees and

1 costs under the California Labor Code and California Code of Civil Procedure § 1021.5.

2 **JURISDICTION AND VENUE**

3 10. The amount of damages sought herein is greater than \$25,000. Hence this case is
4 within the unlimited jurisdiction of this Court.

5 11. Venue is proper in San Francisco County pursuant to California Code of Civil
6 Procedure § 395.5 because the headquarters and principal place of business of both
7 Defendants is within the City and County of San Francisco.

8 **PARTIES**

9 12. The Plaintiffs are all residents of the state of California.

10 13. Plaintiff Christopher Javier worked for Defendants from approximately December
11 2013 until April 2015 as a Customer Support Specialist.

12 14. Plaintiff Amber Johnson worked for Defendants from approximately November 2014
13 until February 2015 as a Customer Support Specialist.

14 15. Plaintiff Sandy Manu worked for Defendants from approximately January 2015 until
15 March 2015 as a Customer Support Specialist.

16 16. On information and belief, Defendant Eat24, LLC is a wholly-owned subsidiary of
17 Defendant Yelp Inc. According to documents filed with the California Secretary of State, its
18 headquarters are located at 140 New Montgomery Street, 9th Floor in San Francisco, CA
19 94105. At all relevant times, Defendant Eat24 has done business under the laws of California,
20 has had places of business in the State of California, and has employed and class members
21 in this state. Eat24 is a “person” as defined in California Labor Code § 18 and California
22 Business and Professions Code § 17201. Eat24 is also an “employer” as that term is used in
23 the California Labor Code and the IWC’s Wage Orders.

1 17. On information and belief, Defendant Yelp Inc. is a Delaware Corporation that,
2 according to press-releases, acquired Defendant Eat24 in approximately February 2015.
3 According to documents filed with the California Secretary of State, Yelp's headquarters are
4 also located at 140 New Montgomery Street, 9th Floor in San Francisco, CA 94105. At all
5 relevant times, Defendant Yelp has done business under the laws of California, has had
6 places of business in the State of California, and has employed and class members in this
7 state. Yelp is a "person" as defined in California Labor Code § 18 and California Business
8 and Professions Code § 17201. Yelp is also an "employer" as that term is used in the
9 California Labor Code and the IWC's Wage Orders.

10 18. Plaintiffs do not know the true names and capacities of Defendants sued herein as
11 DOES 1–25 and therefore sues these Defendants by such fictitious names. Plaintiffs will
12 amend this Demand to allege their true identity and capacities when ascertained. Plaintiffs
13 are informed and believe, and on that basis allege, that each of these fictitiously named
14 Defendants is responsible in some manner for the occurrences alleged herein and thereby
15 proximately caused Plaintiffs' injuries alleged herein.

16 19. Plaintiffs are informed and believe, and on that basis allege, that, at all relevant times,
17 each of the Defendants was the agent or employee of each of the remaining Defendants,
18 and, in doing the things herein alleged was acting within the course and scope of such
19 employment, and that Defendants authorized ratified, and approved, expressly or implicitly,
20 all of the conduct alleged herein.

21 20. At all times relevant hereto, Defendants, and each of them, were the agents,
22 employees, managing agents, supervisors, co-conspirators, parent corporation, joint
23 employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and
24 in doing the things alleged herein, were acting at least in part within the course and scope of

1 said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture
2 and with the permission and consent of each of the other Defendants.

3 21. Whenever and wherever reference is made in this Complaint to any act or failure to
4 act by a Defendant or co-Defendant, such allegations and references shall also be deemed
5 to mean the acts and/or failures to act by each Defendant acting individually, jointly and
6 severally.

7 **FACTUAL ALLEGATIONS**

8 22. Defendants are in the business of providing food-ordering services over the internet
9 and via mobile devices. As of the date of this filing, Eat24's website boasts of providing
10 services from over 20,000 restaurants in more than 1,500 US Cities, including California.

11 23. Plaintiffs are former non-exempt CSSs who worked out of Eat24's San Bruno offices,
12 responding to customer orders, interacting with client restaurants, and providing real-time
13 service to both customers and client restaurants via telephone and real time online
14 communications.

15 24. Plaintiff Javier worked for Defendants at the San Bruno office from approximately
16 December 2013 to April 2015 as a CSS. He was regularly scheduled to work eight hours per
17 day, four days per week, for an average of 30-35 hours per week. Defendants regularly failed
18 to timely authorize, permit, provide, or make available to him all of the meal and rest periods
19 to which he was entitled. Javier was never paid any premium wages for the meal and rest
20 periods which were interrupted, untimely, or otherwise not in compliance with the applicable
21 Wage Orders and law.

22 25. Plaintiff Johnson worked for Defendants at the San Bruno office from approximately
23 November 2014 to February 2015 as a CSS. She was regularly scheduled to work
24 approximately seven hours per day, five days per week, for an average of 30-40 hours per

1 week. Defendants regularly failed to timely authorize, permit, provide, or make available to
2 her all of the meal and rest periods to which she was entitled. Johnson was never paid any
3 premium wages for the meal and rest periods which were interrupted, untimely, or otherwise
4 not in compliance with the applicable Wage Orders and law.

5 26. Plaintiff Manu worked for Defendants at the San Bruno office from approximately
6 January 2015 to March 2015 as a CSS. She was regularly scheduled to work eight hours per
7 day, five days per week, for an average of 35-40 hours per week. Defendants regularly failed
8 to timely authorize, permit, provide, or make available to her all of the meal and rest periods
9 to which she was entitled. Manu was never paid any premium wages for the meal and rest
10 periods which were interrupted, untimely, or otherwise not in compliance with the applicable
11 Wage Orders and law.

12 27. The class members were situated similarly to Plaintiffs in that they are and/or were
13 CSSs who worked for Defendants at the Eat24 offices in San Bruno and/or San Francisco.
14 Plaintiffs are informed, believe, and thereon allege that the policies and practices of
15 Defendants have at all relevant times been similar for Plaintiffs and the putative class
16 members, regardless of location.

17 28. Defendants routinely denied Plaintiffs timely and compliant off-duty meal periods and
18 routinely refused to authorize or permit them to take compliant rest periods. Plaintiffs and
19 similarly situated non-exempt hourly employees typically work at least six-hour days, yet are
20 routinely denied meal and rest periods for two reasons: (1) Defendants do not authorize,
21 permit, and/or make available meal and rest breaks for Plaintiffs; and (2) even to the extent
22 that Defendants do authorize, permit, and/or make available meal and rest breaks for
23 Plaintiffs, Defendants know or have reason to know that Plaintiffs are too busy with work
24 during the day to have time to take bona fide meal and rest breaks. Indeed, the head

1 supervisor of all Plaintiffs and class members actively discouraged them those similarly
2 situated from taking breaks, even explicitly telling them that they were not entitled to rest
3 breaks, that other CSSs did not take rest breaks, and that if Plaintiffs cared about the
4 company, they would not complain about not getting rest breaks. Specifically, Plaintiffs were
5 often too busy or not able to take meal and rest periods because their managers would
6 instruct them to continue working because it was busy and because they were not entitled to
7 breaks.

8 29. Defendants are aware of the fact that their non-exempt CSSs do not get the meal and
9 rest periods to which they are entitled and that they maintain policies and practices that
10 deprive their non-exempt CSS of compensation for time worked, including overtime
11 compensation. In fact, Plaintiffs complained on multiple occasions that they should be
12 authorized and permitted to take breaks, yet Defendants continues to engage in these
13 practices. Therefore, the denial of meal and rest periods and denial of wages to Plaintiffs is
14 knowing and willful.

15 30. Defendants are aware of the fact that their non-exempt CSSs do not get timely and
16 compliant meal and rest periods to which they are entitled and that they have, and are,
17 depriving their hourly non-exempt employees of compensation for all time worked.
18 Furthermore, Defendants are aware that they are required to compensate Plaintiffs for
19 missed and/or non-compliant meal and rest periods, yet refuse to do so. Defendants' unlawful
20 conduct has been widespread, repeated, and willful throughout its Eat 24 offices at which
21 CSSs work within California.

22 31. On April 23, 2015, Plaintiffs provided notice by U.S. Certified Mail to the Labor
23 Workforce and Development Agency and also to Defendants of their intent to seek penalties
24 pursuant to the Private Attorney's General Act ("PAGA;" Labor Code § 2698, *et seq.*). The

1 LWDA failed to respond to that notice within thirty-three calendar days.

2 **CLASS ACTION ALLEGATIONS**

3 32. Plaintiffs bring the First through Seventh Causes of Action on behalf of themselves
4 and all non-exempt CSSs who performed work serving clients and/or customers of the Eat24
5 website from Defendants' offices within California during the four years' preceding the filing
6 of this class action through the date of final judgment in this action ("Class Members").

7 33. Class Members number well over one-hundred.

8 34. Common questions of law and fact exist with regard to Class Members, including,
9 without limitation, the following:

10 a. Whether Defendants authorized and permitted Class Members to take a paid,
11 10-minute rest period as near as possible to the middle of each four hours of work;

12 b. Whether Defendants failed to pay Class Members' a premium wage for each
13 missed and/or non-compliant rest period;

14 c. Whether Defendants authorized and permitted Class Members to take an off-
15 duty 30-minute meal period as near as possible to the middle of each five hours of work;

16 d. Whether Defendants failed to track Class Members' meal periods;

17 e. Whether Defendants failed to pay Class Members' a premium wage for each
18 missed and/or noncompliant meal period;

19 f. Whether Defendants were on notice that Class Members were not receiving
20 premium compensation for non-compliant and/or missed meal and rest periods;

21 g. Whether Defendants failed to maintain and furnish Class Members with
22 accurate records of hours worked;

23 h. Whether Defendants failed to furnish Class Members with accurate, itemized
24 wage statements;

1 i. Whether Defendants failed to pay all wages to its terminated employees
2 immediately upon termination;

3 j. The proper measure of damages sustained and the proper measure of
4 restitution recoverable by Class Members.

5 35. Common methods of proof exist, including, without limitation, the following:

6 a. Deposition testimony of Defendants' Person Most Knowledgeable and the head
7 supervisor of all Class Members during the applicable class period;

8 b. Company-wide written policies;

9 c. Electronic timekeeping records;

10 d. Electronic compensation records;

11 e. Scheduling records;

12 f. Representative declaration testimony of Class Members.

13 36. Plaintiffs' claims are typical of Class Members' claims. Plaintiffs, like other Class
14 Members, was subjected to Defendants' common policy, plan, or practice of failing to
15 authorize and permit meal and rest breaks, failing to pay premium wages for missed breaks,
16 failing to maintain accurate timekeeping records, failing to furnish accurate, itemized wage
17 statements, and failing to pay all wages immediately upon termination, in violation of
18 California law.

19 37. Plaintiffs will fairly and adequately represent and protect the interests of the Class
20 Members.

21 38. Plaintiffs have retained counsel competent and experienced in complex wage-and-
22 hour class action litigation. Plaintiffs' counsel have litigated numerous class actions on behalf
23 of employees asserting overtime misclassification and other wage-and-hour claims under
24 California and federal law. Plaintiffs' counsel intend to commit the necessary resources to

1 prosecute this action vigorously for the benefit of all Class Members.

2 39. Class certification is appropriate because common questions of law and fact
3 predominate over questions relating only to individual Class Members, and because a class
4 action is superior to other available methods for the fair and efficient adjudication of Class
5 Members' claims. The damages suffered by individual Class Members may be small
6 compared to the expense and burden of the prosecution of individual actions. Furthermore,
7 class certification will obviate the need for unduly duplicative litigation that might result in
8 inconsistent judgments regarding Defendants' employment practices.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Rest Periods**

11 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein
12 below.

13 40. Defendants' conduct, as alleged herein, constitutes a violation of Lab. Code § 226.7,
14 which prohibits an employer from requiring employees to work during any meal or rest period
15 mandated by the IWC. The applicable Wage Order requires that employers authorize and
16 permit their employees to take one ten-minute paid rest period as near as possible to the
17 middle of every four hours worked, or major fraction thereof. Lab. Code § 226.7(b) and the
18 applicable Wage Order also require employers to pay employees one hour of premium wages
19 at the employee's regular rate of compensation for each day that all rest periods are not
20 provided in accordance with the law.

21 41. Defendants knowingly and intentionally failed to authorize and permit Plaintiffs and the
22 Class Members with the legally required rest periods and failed to pay them the resulting
23 premium wages owed.

24 42. As a direct result of Defendants' unlawful employment practices, as alleged herein,

1 Plaintiffs and the Class members have been injured and are entitled to recover unpaid
2 premium wages and interest.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Meal Periods**

5 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein
6 below.

7 43. Defendants' conduct, as alleged herein, constitutes a violation of Lab. Code § 512(a),
8 which requires employers to provide one off-duty thirty-minute meal period as near as
9 possible to the middle of every five hours of work.

10 44. Defendants' conduct, as alleged herein, also constitutes a violation of Lab. Code §
11 226.7, which prohibits an employer from requiring employees to work during any meal period
12 mandated by the IWC. The applicable IWC Wage Order requires that employers provide its
13 employees with one thirty-minute meal period as near as possible to the middle of every five
14 hours of work. Lab. Code § 226.7(b) and Wage Order No. 4 require employers to pay
15 employees who miss their legally required meal periods one hour of premium wages at the
16 employee's regular rate of compensation for each day that all meal periods are not provided
17 in accordance with the law.

18 45. Defendants knowingly and intentionally failed to provide Plaintiffs and the Class
19 Members with the legally required meal periods and failed to pay them the resulting premium
20 wages owed.

21 46. As a direct result of Defendants' unlawful employment practices, as alleged herein,
22 Plaintiffs and the Class members have been injured and are entitled to recover unpaid
23 premium wages and interest.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Straight Time Wages and Overtime**

3 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth
4 herein below.

5 47. California law requires an employer to pay its employees for all hours worked,
6 including overtime.

7 48. Defendants maintained a practice of paying employees without regard to the number
8 of hours actually worked by refusing to pay Plaintiffs wages for the time that they are entitled
9 to be taking paid rest periods which are missed and/or non-compliant with the requirements
10 of the California Labor Code and the applicable IWC Wage Order.

11 49. Because of Defendants' failures as alleged herein, Plaintiffs and the Class Members
12 did not receive compensation for all hours actually worked for Defendants, and did not receive
13 all of the overtime compensation to which they were entitled.

14 50. Defendants' failure to pay the correct amount of straight-time hourly wages permits a
15 civil suit to recover wages due to Plaintiffs and the Class Members under Labor Code §
16 204, plus recovery of interest.

17 51. By violating Labor Code §§ 204 and 510, and the applicable IWC Wage Order,
18 Defendants are also liable for reasonable attorneys' fees and costs pursuant to Labor Code
19 § 1194.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Provide Accurate Wage Statements**

22 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth
23 herein below.

1 52. Defendants' conduct, as alleged herein, constitutes a violation of Lab. Code § 226(a),
2 which requires an employer to provide employees with accurate itemized wage statements
3 for each pay period. Defendants knowingly and intentionally failed to provide Plaintiffs and
4 the Class Members with accurate itemized wage statements showing total hours worked and
5 total wages earned, including wages and premium wages for missed breaks.

6 53. As a direct result of Defendants' unlawful employment practices, as alleged herein,
7 Plaintiffs and the Class Members have been injured and are entitled to recover statutory
8 penalties and attorney's fees under Lab. Code § 226(e). Specifically, Plaintiffs and the Class
9 Members have been injured because Defendant failed to provide accurate and complete
10 information regarding Plaintiff's and the Class Members' total hours worked and total wages
11 earned, and it was therefore impossible for them to determine from the wage statement alone
12 their total number of hours worked and total wages earned during each pay period without
13 engaging in discovery or complicated mathematics.

14 **FIFTH CAUSE OF ACTION**

15 **Waiting Time Penalties**

16 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein
17 below.

18 54. Defendants' conduct, as alleged herein, constitutes a violation of Lab. Code § 201(a),
19 which requires an employer to pay an employee all earned and unpaid wages immediately
20 upon discharge. Defendants wilfully failed to pay Plaintiffs and other Class Members who
21 were terminated all wages owed upon their termination.

22 55. As a direct result of Defendants' unlawful employment practices, as alleged herein,
23 Plaintiffs and the Class Members have been injured as alleged herein and are entitled to
24 recover statutory penalties under Lab. Code § 203(a).

1 **SIXTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein
4 below.

5 56. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
6 Bus. & Prof. Code § 17200 *et seq.*, which prohibits unfair business acts and/or practices.

7 57. As a direct result of Defendants' unlawful employment practices, as alleged herein,
8 Plaintiffs and the Class Members have suffered, and are entitled to recover, unpaid wages,
9 interest, and attorney's fees.

10 **SEVENTH CAUSE OF ACTION**

11 **Declaratory Relief**

12 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein
13 below.

14 58. An actual controversy has arisen between Plaintiffs and the Class members on the
15 one hand, and Defendants on the other, as to their respective rights, remedies and
16 obligations with regard to Defendants' unlawful conduct, as alleged herein.

17 59. Plaintiffs therefore seeks a declaratory judgment as to the respective rights, remedies,
18 and obligations of the parties.

19 **EIGHTH CAUSE OF ACTION**

20 **Private Attorneys' General Act Penalties**

21 Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein
22 below.

23 60. As described hereinabove, during the Period one year prior to the filing of this action,
24 Defendants' wage and hour practices with respect to Plaintiffs and other aggrieved

1 employees violated Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 558, 1174, and 1174.5.

2 61. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee to bring a civil action
3 to recover civil penalties pursuant to the procedures specified in Labor Code § 2699.3.
4 Pursuant to those sections Plaintiffs are entitled to recover civil penalties for Defendant's
5 violations of the Labor Code as described hereinabove.

6 62. Pursuant to Labor Code § 2699.3, Plaintiffs gave written notice by U.S. Certified Mail
7 to the California Labor and Workforce Development Agency ("LWDA") and to Defendant of
8 the specific provisions of the Labor Code alleged to have been violated and the facts and
9 theories to support the alleged violations. The LWDA failed to respond to that notice within
10 thirty-three calendar days. Thus, under California law, Plaintiffs are permitted by Labor Code
11 § 2699.3(a)(2)(C) to amend their existing Complaint as of right to add this cause of action for
12 PAGA penalties.

13 63. Pursuant to Labor Code § 2699(g), Plaintiffs are entitled to an award of reasonable
14 attorneys' fees and costs in connection with their claim for civil penalties.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 17 1. Certification of this action as a class action on behalf of the Class Members;
- 18 2. Designation of Plaintiffs as representatives of the Class;
- 19 3. Designation of Plaintiffs' counsel of record as class counsel for the Class;
- 20 4. Damages and restitution for unpaid wages and missed break premium wages,
21 together with interest at the legal rate;
- 22 5. All applicable statutory penalties arising from Defendant's unlawful conduct, as alleged
23 herein;

- 1 6. Attorney's fees and costs pursuant to Code Civ. Proc. § 1021.5 and any other attorney
2 fee provisions referenced herein;
3 7. Injunctive and declaratory relief;
4 8. Such other relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to
7 which they has a right to jury trial.

8
9 Respectfully submitted,

10 Date: May 29, 2015

HOYER & ASSOCIATES



11
12
13 Ryan L. Hicks
14 Attorneys for Plaintiffs
CHRISTOPHER JAVIER, AMBER
JOHNSON, and SANDY MANU

1 **PROOF OF SERVICE BY MAIL**

2 I declare that I am employed in the City and County of San Francisco, State of
3 California. I am over eighteen years of age and not a party to the within entitled cause. My
4 business address is 4 Embarcadero Center, Suite 1400, San Francisco, California 94111. I
5 am familiar with this office's practice for depositing mail with the United States Post Office.

6 I served the within:

7 **AMENDED CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE CALIFORNIA
8 LABOR CODE AND CALIFORNIA BUSINESS AND PROFESSIONS CODE**

9 to:

10 Mari Overbeck
11 Munger, Tolles & Olson LLP
12 560 Mission Street
13 San Francisco, CA 94105

14 on:

15 **May 29, 2015**

16 by depositing a true copy of items listed above in a sealed envelope, with postage thereon
17 fully pre-paid for collection and processing with the United States Postal Service in San
18 Francisco, California. I declare under penalty of perjury that the foregoing is true and correct,
19 and that this declaration was executed at San Francisco, California, on the date above.

20 
21 _____
22 Ryan L. Hicks
23
24