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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

14 PEDRO GUZMAN, an individual, REYNALD
15 PIERRE, an individual, BLANCA PETRONA
16 JAIMES, an individual, on behalf of themselves
17 and all others similarly situated,

17 Plaintiffs,

18 v.

19 ALLAN COMPANY, INC., a California
20 Corporation; SOURCE ONE STAFFING, LLC,
21 a California Limited Liability Company; INVO
22 PEO, INC. III, a Tennessee Corporation; and
23 DOES 1 through 25, Inclusive,

23 Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

Case No.: 37-2019-00011626-CU-OE-CTL

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

1. FAILURE TO PAY WAGES AND PROVIDE BENEFITS AS REQUIRED UNDER THE SAN DIEGO LIVING WAGE ORDINANCE [San Diego Municipal Code § 22.42.01 *et seq.*].
2. FAILURE TO PAY OVERTIME WAGES
3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
4. FAILURE TO TIMELY PAY WAGES DUE UPON TERMINATION
5. UNFAIR BUSINESS PRACTICES

[JURY TRIAL DEMANDED]

1 On behalf of themselves and all others similarly situated, and on behalf of the general public,
2 Plaintiffs PEDRO GUZMAN (hereinafter “GUZMAN” OR “Mr. GUZMAN”), an individual,
3 REYNALD PIERRE (hereinafter “PIERRE” or “Mr. PIERRE”), an individual, and BLANCA
4 PETRONA JAIMES (hereinafter “PETRONA” or “Ms. PETRONA”), an individual (collectively
5 “Plaintiffs”) bring this class action against defendants ALLAN COMPANY, INC. (hereinafter
6 “ALLAN”), a California Corporation; SOURCE ONE STAFFING, LLC (hereinafter “SOURCE
7 ONE”), a California Limited Liability Company; INVO PEO, INC. III (hereinafter “INVO”), a
8 Tennessee Corporation; and Does 1 through 25, inclusive (collectively “Defendants”), for unpaid
9 wages and benefits, penalties, interest, declaratory and injunctive relief, costs and attorneys’ fees
10 resulting from Defendants’ unlawful conduct and unfair business practices.

11 Plaintiffs allege the following based upon information and belief, the investigation of counsel,
12 and personal knowledge as to the allegations pertaining to themselves.

13 **INTRODUCTION**

14 1. Plaintiffs worked for Defendants as recycling sorters and seek for themselves and all others
15 similarly situated recovery and redress because Defendants have failed to provide Plaintiffs and other
16 members of the putative class with all wages and benefits entitled to them under the law.

17 **JURISDICTION AND VENUE**

18 2. This Court has jurisdiction over all causes of action asserted herein pursuant to the California
19 Constitution, Article VI, §10, because this case is a cause not given by statute to other trial courts.
20 The monetary damages sought by Plaintiffs total more than this Court’s jurisdictional minimum.

21 3. Plaintiffs are citizens of California because their domiciles are in California.

22 4. This Court has jurisdiction over Defendants because they conduct substantial business in
23 California and have intentionally availed themselves of the laws and markets of California through
24 the operation of their business in California.

25 5. Venue is proper in this Court because a significant portion of the conduct that gives rise to
26 Defendants’ liability, as alleged herein, occurred in San Diego County.

27
28

1 **PARTIES**

2 **Plaintiffs**

3 6. Plaintiff GUZMAN is a natural person who is, and at all times herein mentioned was, a
4 resident of the County of San Diego in the State of California. Mr. GUZMAN worked for Defendants
5 at their recycling facility located at 6733 Consolidated Way, San Diego, CA 92121, sorting waste
6 materials. Mr. GUZMAN was paid minimum wage.

7 7. Plaintiff PIERRE is a natural person who is, and at all times herein mentioned was, a resident
8 of the County of San Diego in the State of California. Mr. PIERRE worked for Defendants at their
9 recycling facility located at 6733 Consolidated Way, San Diego, CA 92121, sorting waste materials
10 from March 2018 through on or around January 29, 2019, and was paid minimum wage.

11 8. Plaintiff PETRONA is a natural person who is, and at all times herein mentioned was, a
12 resident of the County of San Diego in the State of California. Ms. PETRONA worked for Defendants
13 at their recycling facility located at 6733 Consolidated Way, San Diego, CA 92121, sorting waste
14 materials until early 2014, when she left her employment. Ms. PETRONA was employed again by
15 Defendants in January 2015 through November 2015, and again in April 2017 through April 2018
16 and was paid minimum wage.

17 **Defendants**

18 9. Defendant ALLAN is a California Corporation, conducting substantial business in the County
19 of San Diego.

20 10. Defendant SOURCE ONE is a California Limited Liability Company, conducting substantial
21 business in the County of San Diego.

22 11. Defendant INVO is a Tennessee Corporation, conducting substantial business in the County
23 of San Diego.

24 12. Plaintiffs are presently unaware of the true identities and capacities of fictitiously named
25 Defendants designated as DOES 1 through 25, but will amend this Complaint or any subsequent
26 pleading when their identities and capacities have been ascertained according to proof.

27 13. Plaintiffs believe and thereon allege that each fictitiously named Defendant is responsible, in
28 some manner, for the occurrences herein alleged and Plaintiffs' injuries and damages as herein alleged

1 are directly, proximately and/or legally caused by Defendants and all of their acts.

2 14. Plaintiffs believe and thereon allege that each of these Defendants, named herein as DOES,
3 are the agents, employers, representatives or employees of the other named Defendants and when
4 performing the acts alleged herein, were acting within the scope of their agency, employment and/or
5 representative capacity and are therefore responsible for the acts complained of herein.

6 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 15. Plaintiffs, collectively, bring their claims on behalf of a class which consists of all current,
8 former, and future employees of Defendants, who worked for Defendants in waste management, and
9 who are due wages and/or benefits under the San Diego Living Wage Ordinance, and who have not
10 received all of said wages and benefits during the relevant statutory period and who are/were
11 California residents during the Class Period.

12 16. ALLAN employed Plaintiffs and the putative class to perform work covered by the San Diego
13 Living Wage Ordinance during the Class Period.

14 17. SOURCE ONE employed Plaintiffs and the putative class to perform work covered by the
15 San Diego Living Wage Ordinance during the Class Period.

16 18. INVO employed Plaintiffs and the putative class to perform work covered by the San Diego
17 Living Wage Ordinance during the Class Period.

18 19. Members of the putative class were not provided wages and benefits due them under the San
19 Diego Living Wage Ordinance.

20 **CLASS ALLEGATIONS**

21 20. Defendants employ or employed Plaintiffs and the putative class in the service of waste
22 management – in this case recycling, and therefore the employment relationship is now and has been
23 governed by the San Diego Living Wage Ordinance, which mandates minimum wage rates, and
24 minimum benefits contributions. Defendants failed to and continue to fail to pay these employees
25 mandated rates, and instead pay employees, including Plaintiffs, minimum wage.

26 21. Plaintiffs thus bring this action on behalf of themselves and all others similarly situated
27 pursuant to California Code of Civil Procedure § 382.

28 22. Proposed Class and Nature of the Class Claims. Plaintiffs, as Class Representatives, bring this

1 action on their own behalf and on behalf of a class comprised of all current, former, and future
2 employees of Defendants who worked for Defendants in waste management and are due wages and/or
3 benefits under the San Diego Living Wage Ordinance, and who have not received all of said wages
4 and benefits during the relevant statutory period and who are/were California residents during the
5 Class Period.

6 23. Numerosity. The size of the putative class makes a class action both necessary and efficient.
7 On information and belief, Plaintiffs estimate that the putative class consists of several thousand
8 current and former employees, and an indefinite number of future employees. Members of the
9 putative class are so numerous that joinder is impracticable. The putative class includes future class
10 members whose joinder is inherently impossible.

11 24. Class Members Ascertainable: Members of the putative class are ascertainable, as the causes
12 of action deal with unpaid wages and unpaid benefits, and it can be easily determined from
13 Defendants' records which employees this applies to.

14 25. Typicality. The claims of the Class Representatives are typical of the claims of the class as a
15 whole. The named Class Representatives are and/or were employed by Defendants during the
16 relevant statutory period. The named Class Representatives were not paid all required wages and
17 benefits. The unlawful policies and practices that have operated to deny the named Class
18 Representatives their wages and benefits required by law are typical of the unlawful practices that
19 have and will continue to operate to deny other class members their wages and benefits to which they
20 are entitled.

21 26. Common Questions of Law and Fact. This case poses common questions of law and fact
22 affecting the rights of all class members, including but not limited to: Whether the following
23 compensation policies and practices are unlawful under applicable municipal and California law:

- 24 A. Failure of Defendants to pay wages as mandated by the San Diego Living Wage Ordinance
- 25 [[San Diego Municipal Code § 22.42.01 *et seq.*];
- 26 B. Failure of Defendants to make contributions to benefits as mandated by the San Diego
- 27 Living Wage Ordinance;

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- 1 C. Whether equitable relief is warranted under Business and Professions Code §17200 *et*
2 *seq.*;
- 3 D. What relief is necessary to remedy Defendants’ unfair and unlawful conduct as herein
4 alleged; and
- 5 E. Other questions of law and fact.

6 27. Adequacy of Class Representation. The Class Representatives can adequately and fairly
7 represent the interests of the putative class as defined above, because their individual interests are
8 consistent with, not antagonistic to, the interests of the class.

9 28. Adequacy of Counsel for the Class. Counsel for Plaintiffs possess the requisite resources and
10 ability to prosecute this case as a class action and are experienced labor and employment attorneys
11 who have successfully litigated other cases involving similar issues.

12 29. Propriety of Class Action Mechanism. Class certification is appropriate because Defendants
13 have implemented schemes which are generally applicable to the putative class, making it appropriate
14 to issue declaratory and/or injunctive relief with respect to the class as a whole. Each member of the
15 putative class has been damaged and is entitled to recovery because of Defendants’ uniform unlawful
16 policy and/or practices described herein. Class certification is also appropriate because the common
17 questions of law and fact predominate over any questions affecting only individual members of the
18 class. Further, the prosecution of separate actions against Defendants by individual class members
19 would create a risk of inconsistent or varying adjudications which would establish incompatible
20 standards of conduct for Defendants. For all of these and other reasons, a class action is superior to
21 other available methods for the fair and efficient adjudication of the controversy set forth in this
22 complaint.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND PROVIDE BENEFITS AS REQUIRED UNDER THE**
25 **SAN DIEGO LIVING WAGE ORDINANCE**

26 **[San Diego Municipal Code § 22.42.01 *et seq.*]**

27 **(Plaintiffs and Putative Class against ALL Defendants)**

28 30. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the

1 preceding and subsequent paragraphs as though fully set forth herein.

2 31. Defendants employ or employed Plaintiffs and the putative class in the service of waste
3 management – in this case recycling, and therefore the employment relationship is now and has been
4 governed by the San Diego Living Wage Ordinance, which mandates minimum wage rates, and
5 minimum benefits contributions. Defendants failed to and continue to fail to pay these employees
6 mandated rates, and instead pay employees, including Plaintiffs, minimum wage.

7 32. The Ordinance defines employers who are covered by the Ordinance as follows:

8 *Covered employer* means any **service contractor**, *financial assistance recipient*, *City*
9 *facility employer*, or any authorized agent thereof. SDMC 22.4205 [bold emphasis
10 added].

11 33. For our purposes the relevant part being that a “service contractor” is one type of covered
12 employer. The Ordinance defines *Service Contractor* as follows:

13 *Service contractor* means any *business* that has been **awarded a service contract**
14 subject to this Division. SDMC § 22.4205 [bold emphasis added].

15 34. The Ordinance defines *Service Contract* as follows:

16 *Service contract* means a contract between the *City* and a *business*, and any applicable
17 subcontracts or franchises, to furnish *services*. SDMC § 22.4205.

18 35. Finally, the Ordinance defines *Service* as follows:

19 *Services* means **the following types of employment activities** and any other non-
20 managerial, non-supervisory, or non-professional services that are consistent with the
21 intent of this Division and designated in a *City facility agreement*, *financial assistance*
22 *agreement*, or *service contract*:

23 [...]

24 (q) **Waste collection and waste disposal, including recycling**; [...] SDMC § 22.4205
25 [bold emphasis added].

26 36. Under SDMC § 22.4220, covered employers are required to pay a higher minimum wage and
27 contribute to benefits set by a schedule to be published by the City of San Diego on an annual basis.

28 The City has and does issues these schedules

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1 37. Defendants failed to comply with the Living Wage Ordinance and instead paid the state
2 minimum wage and did not contribute to employee benefits.

3 38. Defendants knowingly and willfully failed to conform with requirements of the San Diego
4 Living Wage Ordinance.

5 39. SDMC § 22.4230 provides for a private right of action to seek unpaid wages and benefit
6 contributions which should have been paid under the ordinance, treble damages for willful violations,
7 and attorneys' fees and costs.

8 40. As a direct and proximate result of these illegal business practices, and willful failure to pay
9 legal wages, Defendants have failed to pay and continue to fail to pay all wages and benefit
10 contributions due to Plaintiffs and the putative class.

11 41. Plaintiffs are entitled to, and hereby seek such relief as set out in SDMC § 22.4230, including
12 unpaid wages, unpaid benefit contributions, treble damages, and reasonable fees and costs.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME IN VIOLATION OF LABOR CODE § 1194**

15 **(Plaintiffs and Putative Class against ALL Defendants)**

16 42. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding
17 paragraphs.

18 43. Defendants routinely required Plaintiffs and the putative class to work more than eight (8)
19 hours per day and/or forty (40) hours per week.

20 44. Due to the failure of Defendants to pay the proper wages under the Living Wage Ordinance,
21 they failed to properly calculate and fully compensate Plaintiffs and the putative class for all overtime
22 wages they earned.

23 45. Plaintiffs are informed and believe, and thereon allege that the failure of Defendants to fully
24 compensate Plaintiffs and the putative class for overtime work was willful, purposeful, and unlawful
25 and done in accordance with the policies and practices of Defendants' operations.

26 46. As a proximate cause of the aforementioned violations, Plaintiffs and the putative class have
27 been damaged in an amount according to proof at time of trial. Plaintiffs and the putative class are
28 entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant

1 to California Labor Code §558, plus interest, reasonable attorney fees and costs of suit according to
2 the mandate of California Labor Code §§1194, *et seq.*, and punitive damages for Defendants’
3 oppressive, malicious, intentional, and fraudulent actions.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN**
6 **VIOLATION OF LABOR CODE §226**

7 **(Plaintiffs and Putative Class against ALL Defendants)**

8 47. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding
9 paragraphs.

10 48. Labor Code §226(a) states, *inter alia*, that employers “shall furnish” to its employees, an
11 “accurate itemized statement in writing showing (1) gross wages earned, ... (5) net wages earned, ...
12 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate by the employee”

14 49. Defendants violated Labor Code §226(a) because they failed to furnish to Plaintiffs and the
15 putative class accurate itemized statements in writing during each pay period. Defendants failed to
16 accurately report on Plaintiffs’ and the Class’ wage statements, *inter alia*: (1) gross wages earned;
17 (2) net wages earned; and (3) the applicable hourly rates in effect during the pay period.

18 50. Defendants failed to properly pay Plaintiffs and members of the putative class the proper
19 wages under the Living Wage Ordinance. Accordingly, Defendants violated Labor Code §226 by
20 failing to accurately report gross and net wages earned by the employees and the proper hourly rate
21 in effect.

22 51. In addition, Labor Code §1174(d) and the applicable Wage Order require Defendants to
23 maintain and preserve, in a centralized location, among other items, records showing the names and
24 addresses of all employees employed, payroll records showing the hours worked daily by, and the
25 wages paid to its employees. Lab. Code §1174(d); the applicable Wage Order ¶7. The failure to
26 comply with Labor Code §1174 is unlawful pursuant to Labor Code §1175(d). Defendants knowingly
27 and intentionally failed to comply with Labor Code §§226(a), 1174(d), and the applicable IWC Wage
28 Order, ¶7, by failing to maintain and provide Plaintiffs and the Class with accurate payroll records.

1 52. Labor Code §§226(e) and (h) provide for the remedy for wage statement violations:

2 (e) An employee suffering injury as a result of a knowing and intentional
3 failure by an employer to comply with subdivision (a) is entitled to recover the
4 greater of all actual damages or fifty dollars (\$50) for the initial pay period in
5 which a violation occurs and one hundred dollars (\$100) per employee for each
6 violation in a subsequent pay period, not exceeding an aggregate penalty of four
7 thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
8 attorney's fees.

9 (h) An employee may also bring an action for injunctive relief to ensure
10 compliance with this section, and is entitled to an award of costs and reasonable
11 attorney's fees.

12 53. By knowingly and intentionally failing to keep accurate time records as required by Labor
13 Code §§226, 1174(d), and the applicable IWC Wage Order, ¶7, Defendants have injured Plaintiffs
14 and the putative class and made it difficult to calculate the unpaid wages owed, and losses and
15 expenditures not indemnified by Defendants (including wages, interest and penalties thereon) due
16 Plaintiffs and the putative class.

17 54. Because of Defendants' unlawful acts, Plaintiffs and the putative class are entitled to bring
18 this action to recover damages, ensure compliance and recover costs and reasonable attorneys' fees.
19 Lab. Code §226(e)-(h).

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY WAGES DUE IN VIOLATION OF LABOR CODE § 201, 202,**
22 **AND 203**

23 **(Plaintiffs and Former Employees against ALL Defendants)**

24 55. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding
25 paragraphs.

26 56. Labor Code §201 provides in pertinent part: "If an employer discharges an employee, the
27 wages earned and unpaid at the time of discharge are due and payable immediately...." Labor Code
28 §201(a).

1 57. Labor Code §202(a) provides, “If an employee not having a written contract for a definite
2 period quits his or her employment, his or her wages shall become due and payable not later than 72
3 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to
4 quit, in which case the employee is entitled to his or her wages at the time of quitting.”

5 58. Labor Code §203 provides in pertinent part: “If an employer willfully fails to pay ... in
6 accordance with Sections 201 ... [or] 202 ... any wages of an employee who is discharged or who
7 quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate
8 until paid ... but the wages shall not continue for more than 30 days.”

9 59. Defendants failed to pay earned wages to Plaintiffs and members of the putative class upon
10 their termination and/or within 72 hours of the last day of their employment with Defendants. More
11 than 30 days have passed since Plaintiffs and members of the putative class have been terminated
12 and/or quit Defendants’ employ.

13 Because of Defendants’ willful conduct in not paying all wages due upon discharge and/or resignation
14 of employment, Plaintiffs and members of the putative class are entitled to 30-days’ wages as a
15 penalty under Labor Code §203, plus interest thereon. Pursuant to Labor Code §218.5, Plaintiffs and
16 the putative class are also entitled to attorneys’ fees and costs.

17 **FIFTH CAUSE OF ACTION**

18 **Unfair Business Practices**

19 **[Bus. & Profs Code § 17200, *et seq.*]**

20 **(Plaintiffs and Putative Class against ALL Defendants)**

21 60. Plaintiffs re-allege and incorporate by reference the allegations contained in the preceding
22 paragraphs.

23 61. Plaintiffs bring this claim on behalf of themselves, the putative class, and the general public,
24 pursuant to Business and Professions Code §§ 17200, *et seq.*

25 62. Business and Professions Code §§ 17200, *et seq.* prohibits unlawful, unfair, and fraudulent
26 business practices. Plaintiffs seek to enforce important rights affecting the public interest within the
27 meaning of Code of Civil Procedure § 1021.5.

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1 63. Plaintiffs are “person(s)” within the meaning of Business and Professions Code § 17204, with
2 standing to bring this suit for injunctive relief, restitution, disgorgement, and other appropriate
3 equitable relief on behalf of all similarly-situated employees and on behalf of the general public.

4 64. Systematic violations of Federal, state, municipal, regulatory, or court made law qualifies as
5 “unfair business practices”. *Saunders v Superior Court* (1994) 27 Cal App 4th 832; *People v.*
6 *McKale* (1979) 25 Cal.3d 626; and *Watson Laboratories, Inc. v Rhone-Poulenc Rorer, Inc.*, 178 F.
7 Supp. 2d 1099 (2001).

8 65. Defendants have ignored a municipal law providing for minimum wage for covered
9 employees. Labor Code § 90.5(a) sets forth the public policy of this State to enforce minimum labor
10 standards vigorously, to ensure that employees are not required or permitted to work under
11 substandard and unlawful conditions, and to protect employers who comply with the law from those
12 who attempt to gain a competitive advantage by failing to comply with minimum labor standards.

13 66. Defendants’ failure to pay the minimum wage and benefit contributions due to Plaintiffs and
14 class members, as required by the San Diego Living Wage Ordinance, constitutes unfair, unlawful,
15 and fraudulent business practices which have been and continue to be deleterious to Plaintiffs and to
16 those similarly situated and to the general public.

17 67. Through the conduct alleged herein, Defendants have acted contrary to these public policies,
18 have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
19 business practices in violation of Business and Professions Code §§ 17200, *et seq.*, depriving
20 Plaintiffs, members of the putative class, and other interested persons of rights, benefits, and
21 privileges guaranteed to all employees in California.

22 68. At all times relevant to this action, Defendants have committed unfair and unlawful business
23 practices within the meaning of Business & Professions Code §§ 17200, *et seq.* by engaging in
24 conduct which includes, but is not limited to, failing to pay wages and provide benefits as required
25 by law.

26 69. As a direct and proximate result of these unfair business practices, Defendants have received
27 and continue to receive funds that rightfully belong to Plaintiffs.

28 70. Plaintiffs are entitled to, and hereby seek such relief as may be necessary to restore to them

1 the funds of which they been deprived, by means of Defendants' unlawful and unfair business
2 practices.

3 71. Pursuant to Business and Professions Code § 17203, injunctive relief is necessary to prevent
4 Defendants from continuing to engage in unfair business practices as alleged herein. Defendants, and
5 persons acting in concert with them, have done, are now doing, and will continue to do or cause to be
6 done, the above-described unlawful acts unless restrained and enjoined by this Court. Unless the
7 relief prayed for below is granted, a multiplicity of actions will result. Plaintiffs have no plain, speedy,
8 or adequate remedy at law, in that it is difficult to measure the amount of monetary damages that
9 would compensate Plaintiffs or the general public for Defendants' wrongful acts. Further, pecuniary
10 compensation alone would not afford adequate and complete relief. The above-described acts will
11 cause great and irreparable damage to Plaintiffs and the general public if injunctive relief is not
12 granted.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs respectfully pray that this Court award relief as follows:

- 16 1. An order certifying this case as a class action and appointing Plaintiffs and their
17 counsel to represent the Class;
- 18 2. Statutory and civil penalties, according to proof;
- 19 3. For unpaid wages, benefit contributions, treble damages, and fees and costs under the
20 San Diego Living Wage Ordinance at SDMC § 22.4230.
- 21 4. For general and compensatory damages in an amount according to proof;
- 22 5. For back pay, front pay and other monetary relief;
- 23 6. Preliminary and permanent injunctions enjoining and restraining Defendants from
24 continuing the unfair and unlawful business practices set forth above and requiring the
25 establishment of appropriate and effective means to prevent future violations;
- 26 7. Declaratory relief;

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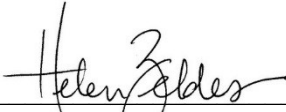
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- 8. Reasonable attorneys' fees and costs;
- 9. Interest; and
- 10. Such other and further relief as the Court deems just and proper.

DATED: March 1, 2019

COAST LAW GROUP, LLP



HELEN I. ZELDES
Attorneys for Plaintiffs and the putative class

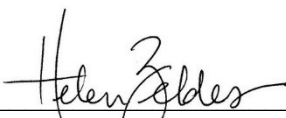
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JURY TRIAL DEMAND

Plaintiffs hereby demand a jury trial on all issues so triable.

DATED: March 1, 2019

COAST LAW GROUP, LLP



HELEN I. ZELDES
Attorneys for Plaintiffs and the putative class