

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
07/22/2024
Chad Finke, Executive Officer / Clerk of the Court
By: D. Franklin Deputy

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

SYUFY ENTERPRISES dba WEST WIND DRIVE-INS & PUBLIC MARKETS; and DOES 1 through 25, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ETHAN BROWN, individually, and on behalf of other similarly situated employees,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

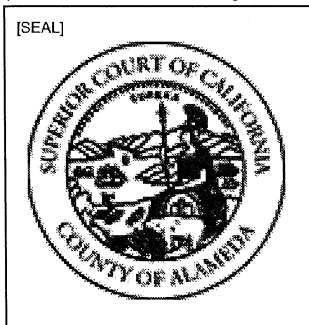
The name and address of the court is:
(El nombre y dirección de la corte es): René C. Davidson Courthouse
1225 Fallon Street, Oakland, CA 94612

CASE NUMBER:
(Número del Caso): **24CV084227**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jonathan M. Genish, 8383 Wilshire Boulevard, Suite 745, Beverly Hills, CA 90211, (310) 622-4278

DATE: 07/22/2024 Clerk, by D. Franklin, Deputy
(Fecha) Chad Finke, Executive Officer / Clerk of the Court (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): SYUFY ENTERPRISES dba WEST WIND DRIVE-INS & PUBLIC MARKETS
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

07/22/2024 at 03:08:12 PM

By: Damaree Franklin,
Deputy Clerk

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8
 9 *Attorneys for Plaintiff* ETHAN BROWN,
 individually, and on behalf of other similarly
 10 situated employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF ALAMEDA**

13 ETHAN BROWN, individually, and on behalf of
 14 other similarly situated employees,

15 Plaintiff,

16 vs.

17 SYUFY ENTERPRISES dba WEST WIND
 18 DRIVE-INS & PUBLIC MARKETS; and DOES
 1 through 25, inclusive,

19 Defendants.

Case No.: **24CV084227**

CLASS ACTION COMPLAINT

- 15 **(1) Violation of Cal. Labor Code §§ 1194,
1197, and 1197.1 (Minimum Wages)**
- 17 **(2) Violation of Cal. Labor Code §§ 510
18 and 1198 (Unpaid Overtime)**
- 19 **(3) Violation of Cal. Labor Code §§ 226.7
20 and 512(a) (Meal Break Violations)**
- 21 **(4) Violation of Cal. Labor Code § 226.7
22 (Rest Break Violations)**
- 23 **(5) Violation of Cal. Labor Code §§ 204
24 and 210 (Wages Not Timely Paid
25 During Employment)**
- 26 **(6) Violation of Cal. Labor Code § 226(a)
27 (Wage Statement Violations)**

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(7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages)

(8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)

(9) Violation of Cal. Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ETHAN BROWN (“Plaintiff”), individually, and on behalf of other similarly situated
2 employees, alleges as follows against Defendant(s) SYUFY ENTERPRISES dba WEST WIND
3 DRIVE-INS & PUBLIC MARKETS, and DOES 1 through 25, inclusive (collectively, “Defendants”):

4 **INTRODUCTION**

5 1. This is a class action to recover damages on behalf of Plaintiff and all current and
6 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
7 California at any time during the period from four years prior to the date of the filing of this Complaint
8 through final judgment (“Class Members”).

9 2. Plaintiff alleges that Defendants hired Plaintiff and Class Members but, among other
10 things, failed to properly pay them all wages owed for all time worked (including minimum wages,
11 straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods
12 and associated premium wages to which they were entitled, failed to timely pay them all wages due
13 during their employment, failed to timely pay them all wages due upon termination of their
14 employment, failed to provide them with accurate itemized wage statements, and failed to reimburse
15 them for necessary business expenses.

16 3. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202,
17 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
18 Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff seeks to recover
19 all available remedies including but not limited to actual and liquidated damages and attorney’s fees
20 and costs.

21 **JURISDICTION AND VENUE**

22 4. This is a class action lawsuit brought pursuant to California Code of Civil Procedure
23 section 382.

24 5. The monetary damages, restitution, statutory penalties, and other applicable legal and
25 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
26 will be established according to proof at trial.

27 6. This Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except

1 those given by statute to other courts. The statutes under which this action is brought do not specify
2 any other basis for jurisdiction.

3 7. This Court has jurisdiction over all Defendants because, upon information and belief,
4 Defendants are either citizens of California, have sufficient minimum contacts in California, and/or
5 otherwise intentionally avail themselves of the California market so as to render the exercise of
6 jurisdiction over them by the California courts consistent with traditional notions of fair play and
7 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
8 solely on California law.

9 8. Venue is proper in this Court because, upon information and belief, Defendants
10 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
11 County of Alameda, including at 5401 Coliseum Way, Oakland, CA 94601.

12 **THE PARTIES**

13 9. At all times herein mentioned, Plaintiff ETHAN BROWN is and was an individual
14 residing in the State of California.

15 10. At all times herein mentioned, Defendant SYUFY ENTERPRISES dba WEST WIND
16 DRIVE-INS & PUBLIC MARKETS was and is an employer who does business in California, with
17 locations throughout the State of California, and whose employees are engaged throughout Alameda
18 County and the State of California, including at 5401 Coliseum Way, Oakland, CA 94601.

19 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
20 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the Complaint and
21 serve such fictitiously named Defendants once their names and capacities become known.

22 12. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions
23 alleged herein were performed by, or are attributable to defendant(s) SYUFY ENTERPRISES dba
24 WEST WIND DRIVE-INS & PUBLIC MARKETS and/or DOES 1 through 25, each acting as the
25 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
26 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
27 activity with legal authority to act on the others' behalf. The acts of Defendants represent and were in
28 accordance with Defendants' official policies.

1 pay wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled
2 and failing to pay meal and rest break premiums when due, failing to timely pay wages during
3 employment and upon termination of employment, failing to provide accurate wage statements, failing
4 to reimburse necessary business-related expenses, and failing to adhere to other related protections
5 afforded by the California Labor Code and the applicable IWC Wage Order.

6 22. Defendants knew or should have known that they had a duty to compensate Plaintiff
7 and the other Class Members pursuant to California law. Defendants had the financial ability to pay
8 such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendants'
9 profits.

10 CLASS ACTION ALLEGATIONS

11 23. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
12 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
13 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
14 superiority requirements under California Code of Civil Procedure section 382.

15 24. The proposed **Class** is defined as follows:

16 **All current and former hourly-paid and/or non-exempt employees**
17 **who worked for Defendants in the State of California at any time**
18 **during the period from four years prior to the date of the filing of**
19 **this Complaint through final judgment.**

20 25. The proposed **Former Employee Sub-Class** is defined as follows:

21 **All former hourly-paid and/or non-exempt employees who worked**
22 **for Defendants in the State of California at any time during the**
23 **period from four years prior to the date of the filing of this**
24 **Complaint through final judgment.**

25 26. Plaintiff reserves the right to establish additional subclasses as appropriate.

26 27. There is a well-defined community of interest in this litigation and the Class is easily
27 ascertainable. While the exact number and identities of Class Members are currently unknown to
28 Plaintiff, such information can be ascertained through appropriate discovery from records maintained

1 by Defendants and their agents.

2 28. The Class is so numerous that the individual joinder of all its members is impracticable.

3 29. Common questions of fact and law exist as to all Class Members, which predominate
4 over any questions affecting only individual members of the Class. The common legal and factual
5 questions which do not vary from Class Member to Class Member, and which may be determined
6 without reference to the individual circumstances of any Class Member include the following:

- 7 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
8 Plaintiff and the other Class Members for all hours worked;
- 9 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
10 Plaintiff and the other Class Members for all overtime hours worked;
- 11 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
12 Plaintiff and the other Class Members;
- 13 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
14 Plaintiff and the other Class Members;
- 15 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
16 the State of California for all hours worked, and for all missed, short, late, and/or
17 interrupted meal periods and rest breaks;
- 18 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class
19 Members during their employment;
- 20 vii. Whether Defendants' failure to pay wages, without abatement or reduction, in
21 accordance with the California Labor Code, was willful;
- 22 viii. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
23 Members within the required time upon their discharge or resignation;
- 24 ix. Whether Defendants failed to comply with wage reporting as required by the California
25 Labor Code, including, *inter alia*, section 226;
- 26 x. Whether Defendants failed to reimburse Plaintiff and the other Class Members for
27 necessary business-related expenses and costs;
- 28 xi. Whether Defendants' conduct was willful or reckless;

- 1 xii. Whether Defendants engaged in unfair business practices in violation of California
- 2 Business & Professions Code section 17200, *et seq.*;
- 3 xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting
- 4 from Defendants' violation of California law; and
- 5 xiv. Whether Plaintiff and the other Class Members are entitled to compensatory damages
- 6 pursuant to the California Labor Code.

7 30. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are
8 coincident with and not antagonistic to those of the other Class Members Plaintiff seeks to
9 represent. Plaintiff will fairly and adequately protect the interests of the members of the Class.
10 Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to
11 prosecute this action vigorously.

12 31. A class action is superior to other available methods for the fair and efficient
13 adjudication of this controversy since individual litigation of the claims of all Class Members is
14 impracticable. Even if every Class Member could afford individual litigation, the court system could
15 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases
16 would proceed. Individualized litigation would also present the potential for varying, inconsistent,
17 and/or contradictory judgments and would magnify the delay and expense to all parties and to the
18 court system resulting from multiple trials of the same factual and legal issues. By contrast, the conduct
19 of this action as a class action presents fewer management difficulties, conserves the resources of the
20 parties and of the court system, and protects the rights of each Class Member.

21 32. Certification of this lawsuit as a class action will advance public policy objectives.
22 Employers of this great state violate employment and labor laws every day. Current employees are
23 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class
24 actions provide the Class Members who are not named in the complaint anonymity that allows for the
25 vindication of their rights.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

3 **Failure to Pay Minimum Wage**

4 **(Against All Defendants)**

5 33. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

6 34. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
7 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
8 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
9 other Class Members were frequently suffered or permitted to work “off-the-clock” prior to clocking
10 in and after clocking-out, such that they were not paid minimum wage for all hours worked.

11 35. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
12 and the other Class Members for all hours they worked in violation of California Labor Code sections
13 1194, 1197, and 1197.1.

14 36. Defendants knew or should have known that Plaintiff and the other Class Members
15 were performing such work “off-the-clock” because, among other things, Defendants’ management
16 witnessed, authorized, was made aware of, and/or required Plaintiff and Class Members to perform
17 such work.

18 37. Defendants’ failure to pay Plaintiff and the other Class Members the minimum wage
19 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
20 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum
21 wage compensation, as well as interest, costs, and attorney’s fees.

22 38. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
23 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
24 unpaid and interest thereon.

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SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198

Unpaid Overtime

(Against All Defendants)

39. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

40. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons for extended periods of time without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily and/or weekly basis.

41. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiff and the other Class Members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh consecutive day in a workweek.

42. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiff and the other Class Members overtime compensation at a rate of two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

43. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh consecutive day in a workweek, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

44. Plaintiff and the other Class Members regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or in excess of seven (7) consecutive days in a workweek. However, Defendants did not accurately record Plaintiff and the other Class Members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff and the other Class Members. Defendants' failure to pay correct

1 overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed
2 *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime
3 wages under California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order;
4 (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight
5 time; (c) when Defendants assigned more work than could reasonably be completed in a workday or
6 workweek to Plaintiff and Class Members, but refused to authorize the overtime necessary for them
7 to complete the assigned work; and (d) when Defendants failed to include all required wages and
8 remuneration when calculating setting the overtime rate.

9 45. Defendants' failure to pay Plaintiff and the other Class Members as outlined above
10 violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and is
11 therefore unlawful.

12 46. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
13 are entitled to recover their unpaid overtime compensation, and interest, costs, and attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)**

16 **Meal Break Violations**

17 **(Against All Defendants)**

18 47. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

19 48. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order
20 govern Plaintiff and the other Class Members' employment by Defendants.

21 49. California Labor Code section 226.7 provides that no employer shall require an
22 employee to work during any meal period mandated by an applicable IWC Order.

23 50. The applicable IWC Wage Order and California Labor Code section 512(a) provide
24 that an employer may not require, cause, or permit an employee to work for a period of more than five
25 (5) hours per day without providing the employee with an uninterrupted meal period of not less than
26 thirty (30) minutes, except that if the total work period per day of the employee is not more than six
27 (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

28 51. The applicable IWC Wage Order and California Labor Code section 512(a) further

1 provide that an employer may not require, cause, or permit an employee to work a work period of
2 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
3 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
4 hours, the second meal period may be waived by mutual consent of the employer and the employee
5 only if the first meal period was not waived.

6 52. Plaintiff and the other Class Members who were scheduled to work for shifts no longer
7 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
8 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
9 less than thirty (30) minutes.

10 53. Plaintiff and the other Class Members who were scheduled to work for shifts in excess
11 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
12 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
13 a second uninterrupted meal period of not less than thirty (30) minutes.

14 54. Defendants intentionally and willfully required Plaintiff and the other Class Members
15 to work during meal periods and failed to compensate Plaintiff and the other Class Members for work
16 performed during meal periods. This includes, among other things, requiring Plaintiff and Class
17 Members to work through their lunch breaks, permitting and/or requiring Plaintiff and Class Members
18 to take late lunch breaks, permitting and/or requiring Plaintiff and Class Members to take short lunch
19 breaks, interrupting and/or allowing others to interrupt Plaintiff and Class Members during their lunch
20 breaks, failing to relieve Plaintiff and Class Members of all duties during their lunch breaks, and
21 restricting Plaintiff and Class Members from leaving the premises during their lunch breaks.

22 55. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
23 Members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
24 the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration,
25 including non-discretionary commissions, non-discretionary bonuses, and non-discretionary
26 performance pay, when calculating regular rates of pay for meal period premiums and/or merely using
27 straight time pay to calculate regular rates of pay for meal period premiums.

28 56. Defendants' conduct therefore violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7 and 512(a).

2 57. Pursuant to the applicable IWC Wage Order and California Labor Code section
3 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
4 hour of pay at their regular rate of compensation for each workday that a compliant meal
5 period was not provided as well as interest thereon.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE § 226.7**

8 **Rest Break Violations**

9 **(Against All Defendants)**

10 58. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

11 59. California Labor Code section 226.7 and the applicable IWC Wage Order govern
12 Plaintiff and the other Class Members' employment by Defendants.

13 60. California Labor Code section 226.7 provides that no employer shall require an
14 employee to work during any rest period mandated by an applicable order of the California IWC.

15 61. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
16 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
17 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
18 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
19 work time is less than three and one-half (3½) hours."

20 62. Defendants routinely required Plaintiff and the other Class Members to work three and
21 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
22 per each four (4) hour period, or major fraction thereof, worked.

23 63. Moreover, Defendants willfully required, suffered, and permitted Plaintiff and the other
24 Class Members to work during what should have been their rest periods. Defendants also failed to
25 relieve Plaintiff and the other Class Members of all duties for ten (10) minutes as required for
26 compliant rest breaks.

27 64. As a result, Plaintiff worked through rest periods, took late rest periods, took
28 interrupted rest periods, and/or took short rest periods, if at all.

1 the following month.

2 71. California Labor Code section 204 provides that all wages earned for labor in excess
3 of the normal work period shall be paid no later than the payday for the next regular payroll period.

4 72. As a result of the violations set forth in detail above (failure to pay overtime, failure to
5 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
6 willfully failed to timely pay Plaintiff and the other Class Members all wages due to them within the
7 period permissible under California Labor Code section 204.

8 73. Plaintiff and the other Class Members are entitled to recover all available remedies for
9 Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to
10 California Labor Code section 210(b).

11 **SIXTH CAUSE OF ACTION**

12 **VIOLATION OF CAL. LABOR CODE § 226(a)**

13 **Wage Statement Violations**

14 **(Against All Defendants)**

15 74. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

16 75. At all material times set forth herein, California Labor Code section 226(a) provides
17 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
18 including, but not limited to, the name and address of the legal entity that is the employer, total hours
19 worked, and all applicable hourly rates.

20 76. As a result of the violations set forth in detail above (failure to pay overtime, failure to
21 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
22 willfully failed to provide Plaintiff and the other Class Members with complete and accurate wage
23 statements. The deficiencies include, among other things, the failure to state all hours worked, the
24 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
25 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
26 226(a).

27 77. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
28 and the other Class Members have suffered injury and damage to their statutorily protected rights.

1 are entitled to recover from Defendants their business-related expenses and costs incurred during the
2 course and scope of employment, plus interest accrued from the date on which Plaintiff and the other
3 Class Members incurred the necessary expenditures at the same rate as judgments in civil actions in
4 the State of California.

5 **NINTH CAUSE OF ACTION**

6 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET. SEQ.***

7 **Unfair and Unlawful Business Practices**

8 **(Against All Defendants)**

9 89. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

10 90. Each and every one of Defendants' acts and omissions in violation of the California
11 Labor Code and/or the applicable IWC Wage Order as alleged in this Complaint, including but not
12 limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and
13 refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or
14 pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay
15 the required rest break premiums, Defendants' failure and refusal to timely pay wages at the correct
16 rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
17 Defendants' failure and refusal to reimburse business-related expenses and costs, and Defendants'
18 failure and refusal to timely pay wages upon termination constitutes unfair and unlawful business
19 practices under California Business and Professions Code sections 17200, *et seq.*

20 91. Defendants' violations of California wage and hour laws constitute unfair and unlawful
21 business practices because, among other things, they were done repeatedly over a significant period
22 of time, and in a systematic manner, to the detriment of Plaintiff and the other Class Members.

23 92. Defendants have avoided payment of overtime wages, minimum wages, meal period
24 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
25 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
26 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the
27 state authorities under the California Labor Code and other applicable regulations.

28 93. As a result of Defendants' unfair and unlawful business practices, Defendants have

1 reaped unfair and illegal profits during Plaintiff and the other Class Members' tenure at the expense
2 of Plaintiff, the other Class Members, and members of the public. Defendants should be made to
3 disgorge their ill-gotten gains and to restore them to Plaintiff and the other Class Members.

4 94. Defendants' unfair and unlawful business practices entitle Plaintiff and the other Class
5 Members to seek preliminary and permanent injunctive relief, including but not limited to orders that
6 Defendants account for, disgorge, and restore to Plaintiff and the other Class Members the wages and
7 other compensation unlawfully withheld from them. Plaintiff and the other Class Members are entitled
8 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
9 time of trial.

10 **PRAYER FOR RELIEF**

11 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
12 Defendants, jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representative of the Class;
16 3. That counsel for Plaintiff be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel the names and most current/last known
18 contact information (addresses, e-mails, and telephone numbers) of all Class Members.

19 **As to the First Cause of Action**

- 20 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
21 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
22 other Class Members;
23 6. For general unpaid wages and such general and special damages as may be appropriate;
24 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
25 Plaintiff and the other Class Members in the amount as may be established according to proof at trial;
26 8. For pre-judgment interest on any unpaid compensation from the date such amounts
27 were due;
28 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California

1 Labor Code section 1194(a);

2 10. For liquidated damages pursuant to California Labor Code section 1194.2; and

3 11. For such other and further relief as the Court may deem just and proper.

4 **As to the Second Cause of Action**

5 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
6 Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all
7 overtime wages due to Plaintiff and the other Class Members;

8 13. For general unpaid wages at overtime wage rates and such general and special damages
9 as may be appropriate;

10 14. For pre-judgment interest on any unpaid overtime compensation commencing from the
11 date such amounts were due;

12 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
13 Labor Code section 1194(a); and

14 16. For such other and further relief as the Court may deem just and proper.

15 **As to the Third Cause of Action**

16 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
17 Code sections 226.7 and 512 and the applicable IWC Wage Order by willfully failing to provide all
18 meal periods (including second meal periods) to Plaintiff and the other Class Members;

19 18. For premium wages pursuant to California Labor Code section 226.7(c);

20 19. For all actual, consequential, and incidental losses and damages, according to proof;

21 20. For pre-judgment interest on any unpaid wages from the date such amounts were due;

22 21. For reasonable attorneys' fees and costs of suit incurred herein; and

23 22. For such other and further relief as the Court may deem just and proper.

24 **As to the Fourth Cause Action**


25 23. That the Court declare, adjudge, and decree that Defendants violated California Labor
26 Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods
27 to Plaintiff and the other Class Members;

28 24. For premium wages pursuant to California Labor Code section 226.7(c);

1 50. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business and Professions Code sections 17200, *et seq.*

3
4 Dated: July 19, 2024

BLACKSTONE LAW, APC

5
6 By: 

Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alexander K. Spellman, Esq.
P.J. Van Ert, Esq.
Annabel Blanchard, Esq.

*Attorneys for Plaintiff ETHAN BROWN,
individually, and on behalf of other similarly
situated employees*

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: July 19, 2024

BLACKSTONE LAW, APC

By: 

Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alexander K. Spellman, Esq.
P.J. Van Ert, Esq.
Annabel Blanchard, Esq.

*Attorneys for Plaintiff ETHAN BROWN,
individually, and on behalf of other similarly
situated employees*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Genish (State Bar No. 259031), Barbara DuVan-Clarke (State Bar No. 259268) Alexander K. Spellman (State Bar No. 250398) P.J. Van Ert (State Bar No. 234858), Annabel F. Blanchard (State Bar No. 258135) 8383 Wilshire Boulevard, Suite 745, Beverly Hills, CA 90211
TELEPHONE NO.: (310) 622-4278 FAX NO.: (855) 786-6356
EMAIL ADDRESS: BDC@blackstoneepc.com, aspellman@blackstoneepc.com, pjvanert@blackstoneepc.com, ablanchar@blackstoneepc.com
ATTORNEY FOR (Name): Plaintiff Ethan Brown

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 1225 Fallon Street
MAILING ADDRESS: 1225 Fallon Street
CITY AND ZIP CODE: Oakland, 94612
BRANCH NAME: René C. Davidson Courthouse

CASE NAME: Ethan Brown v. Syufy Enterprises dba West Wind Drive-Ins & Public Markets et al.

FOR COURT USE ONLY
ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/22/2024 at 03:08:12 PM
By: Damaree Franklin,
Deputy Clerk

CIVIL CASE COVER SHEET
Complex Case Designation
[X] Unlimited (Amount demanded exceeds \$35,000) [] Limited (Amount demanded is \$35,000 or less)
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 24CV084227
JUDGE:
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: [] Business tort/unfair business practice (07), [] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [X] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3.740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/Inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re: arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

- 2. This case [X] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [X] Substantial amount of documentary evidence
d. [X] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): 9
5. This case [X] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: July 19, 2024

Jonathan M. Genish

(TYPE OR PRINT NAME)

Jonathan Genish
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet **must** be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Ethan Brown v. Syufy Enterprises dba West Wind Drive-Ins & Public Markets et al.	Case Number:
---	---------------------

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input type="checkbox"/> Hayward Hall of Justice (447)	<input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)	

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G)	Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04)	<input type="checkbox"/> 75 Asbestos (D)	
	Product liability (24)	<input type="checkbox"/> 89 Product liability (<u>not</u> asbestos or toxic tort/environmental) (G)	
	Medical malpractice (45)	<input type="checkbox"/> 97 Medical malpractice (G)	
	Other PI/PD/WD tort (23)	<input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G)	
	Civil rights (08)	<input type="checkbox"/> 80 Civil rights (G)	
	Defamation (13)	<input type="checkbox"/> 84 Defamation (G)	
	Fraud (16)	<input type="checkbox"/> 24 Fraud (G)	
	Intellectual property (19)	<input type="checkbox"/> 87 Intellectual property (G)	
	Professional negligence (25)	<input type="checkbox"/> 59 Professional negligence - non-medical (G)	
Employment	Wrongful termination (36)	<input type="checkbox"/> 38 Wrongful termination (G)	
	Other employment (15)	<input checked="" type="checkbox"/> 85 Other employment (G)	
Contract	Breach contract / Wrnty (06)	<input type="checkbox"/> 04 Breach contract / Wrnty (G)	
	Collections (09)	<input type="checkbox"/> 81 Collections (G)	
	Insurance coverage (18)	<input type="checkbox"/> 86 Ins. coverage - non-complex (G)	
	Other contract (37)	<input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G)	
	Wrongful eviction (33)	<input type="checkbox"/> 17 Wrongful eviction (G)	
	Other real property (26)	<input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31)	<input type="checkbox"/> 94 Unlawful Detainer - commercial	Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Residential (32)	<input type="checkbox"/> 47 Unlawful Detainer - residential	
	Drugs (38)	<input type="checkbox"/> 21 Unlawful detainer - drugs	
Judicial Review	Asset forfeiture (05)	<input type="checkbox"/> 41 Asset forfeiture	
	Petition re: arbitration award (11)	<input type="checkbox"/> 62 Pet. re: arbitration award	
	Writ of Mandate (02)	<input type="checkbox"/> 49 Writ of mandate	
	Other judicial review (39)	<input type="checkbox"/> 64 Other judicial review	Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No
Provisionally Complex	Antitrust / Trade regulation (03)	<input type="checkbox"/> 77 Antitrust / Trade regulation	
	Construction defect (10)	<input type="checkbox"/> 82 Construction defect	
	Claims involving mass tort (40)	<input type="checkbox"/> 78 Claims involving mass tort	
	Securities litigation (28)	<input type="checkbox"/> 91 Securities litigation	
	Toxic tort / Environmental (30)	<input type="checkbox"/> 93 Toxic tort / Environmental	
	Ins covrg from cmplx case type (41)	<input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment	
		<input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27)	<input type="checkbox"/> 90 RICO (G)	
	Partnership / Corp. governance (21)	<input type="checkbox"/> 88 Partnership / Corp. governance (G)	
	Other complaint (42)	<input type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name	
		<input type="checkbox"/> 69 Other petition	

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/22/2024 Clad Filke, Clerk of the Court / Clerk of the Court By: <u>D. Franklin</u> Deputy D. Franklin
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: ETHAN BROWN, individually, and on behalf of other similarly situa		
DEFENDANT: SYUFY ENTERPRISES		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24CV084227

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/19/2024	Time: 8:30 AM	Dept.: 23
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:


Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://portal.alameda.courts.ca.gov>.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 07/22/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy D. Franklin
PLAINTIFF/PETITIONER: ETHAN BROWN, individually, and on behalf of other similarly situated employees		
DEFENDANT/RESPONDENT: SYUFY ENTERPRISES		
CERTIFICATE OF MAILING		CASE NUMBER: 24CV084227

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Jonathan M. Genish
 BLACKSTONE LAW, APC
 8383 Wilshire Blvd, Suite 745
 Beverly Hills, CA 90211

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/22/2024

By:



D. Franklin, Deputy Clerk

CERTIFICATE OF MAILING