

1 CARLOS JATO, State Bar No. 282710  
819 Eddy Street  
2 San Francisco, CA 94109  
Tel: 415.771.6174  
3 Fax: 415.474.3748  
E-mail: cgjato@jato-law.com

4 DANIEL BERKO, State Bar No. 94912  
819 Eddy Street  
5 San Francisco, CA 94109  
Tel: 415.771.6174  
6 Fax: 415.474.3748  
7 E-mail: daniel@berkolaw.com

8 Attorney for Plaintiff VANESSA BUSTOS, REZELLE  
BUSTOS and all others similarly situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF SAN FRANCISCO  
11 UNLIMITED JURISDICTION

12 VANESSA BUSTOS and all others similarly  
13 situated,

14 Plaintiff,

15 -vs-

16 COFFEE MEETS BAGEL, INC.; ARUM  
KANG; DAWOON KANG and DOES 1-60  
17 inclusive,

18 Defendants.

Case No. CGC-19-575734

SECOND AMENDED COMPLAINT  
FOR DAMAGES AND INJUNCTIVE  
RELIEF

20 1. Plaintiff, VANESSA BUSTOS, (hereinafter referred to as VB) and REZELLE  
21 BUSTOS (hereinafter referred to as RB, or both collectively as plaintiffs) complain of Defendants  
22 as follows:

23 2. ARUM KANG (“AK”) and DAWOON KANG (“DK”) (hereinafter  
24 “OFFICERS”) are competent adults and owners, officers and/or directors of the corporation  
25 commonly known as COFFEE MEETS BAGLE, INC. (“CMB”). Each of them authorized and  
26 directed all of the violations of law alleged in this First Amended Complaint.

27 3. CMB is a corporation with its principal place of business is located at 391 Grove

1 St. San Francisco, CA 94102.

2 4. Upon information and belief, CMB conducts an online dating service for its  
3 customers. Plaintiff's employment at CMB began on or about January 2017 and concluded on or  
4 about January 24, 2019. AK, DK and CMB are hereinafter collectively referred to as Defendants.

5 5. In this complaint when reference is made to any act of a defendant, such  
6 allegations shall mean that agents, employees or representatives of each and every defendant and  
7 the named defendants authorized, ratified, approved such acts, or negligently failed and omitted  
8 to supervise its employees and agents while engaged in the management, direction, operation or  
9 control of the affairs of the business and did so while acting within the course and scope of its  
10 employment or agency.

11 6. Upon information and belief, defendants and DOES 1-60 operate and maintain  
12 operative control of the CMB and set all policies regarding compensation of employees.

13 7. Plaintiffs allege that each of the defendants is responsible for setting CMB'S  
14 employment policy, have operational control of CMB'S payroll and business practices, including  
15 but not limited to being responsible for the decision to intentionally misclassify its employees as  
16 independent contractors as alleged herein, failed and fail to pay overtime compensation (even  
17 though it is clearly and unquestionably due to plaintiff and to other class members/ employees).  
18 Defendants also failed to provide plaintiffs and class members with paystubs in compliance with  
19 state law (plaintiffs and class members were injured because she/they could not calculate the  
20 premium wages owed to them by defendants) and defendants failed to pay all wages due upon  
21 termination. Plaintiffs and class members also did not receive a number of meal and rest breaks  
22 throughout their employment as a matter of company-wide policy. Defendants failed deliberately  
23 to categorize VB, RB and other class members as an employees. Defendants refused repeatedly  
24 during their employment to make plaintiffs (and class members) employees depriving them of the  
25 employment benefits, perks and tax consequences that are afforded to employees. Defendants  
26 performed these actions as an attempt to increase the profits of their business in conscious  
27 disregard of plaintiffs' and class members' rights under the law and in order to obtained for

1 themselves an unfair competitive advantage (by saving payroll costs and taxes and not  
2 complying with California laws protecting employees) while competing in the online dating  
3 industry. Furthermore, even when CMB treated individuals as employees, it did so wrongfully  
4 characterizing them as “salaried” or “exempt”. In treating its employees as “salaried” CMB did  
5 not pay them overtime premiums for their overtime work.

6 8. During her work at CMB, plaintiffs and all other class members were given the  
7 instrumentalities necessary to perform their job at CMB (i.e. laptop computer). The tasks  
8 performed by VB and RB as customer support at CMB were an integral part of CMB business.  
9 Plaintiffs’ duties included but were not limited to the following: (1) Create an exceptional  
10 personal experience for CMB customers (2) Become a product expert (3) Serve as the primary  
11 contact between the customer and the company, answering all types of customer inquiries via  
12 email (4) Troubleshoot and resolve customer issues, bugs and complaints with care (5) Work with  
13 marketing team to coordinate communication of any events impacting customer experience (6)  
14 Contribute to product planning by providing customer feedback to management to improve  
15 customer experience (7) Potential to work cross-functionally with product, engineering,  
16 marketing, and QA (8) Be a community advocate for Coffee Meets Bagel. In performing the  
17 above and other tasks assigned to her, VB and RB were under strict control and supervision of  
18 CMB and had to perform her job duties following the precise instructions and scripts set forth by  
19 defendants. Plaintiffs lacked discretion in performing her job duties. Plaintiffs did not possess a  
20 license to perform their job. Plaintiffs did not possess a business license and did not own a  
21 business. To the contrary, VB and RB always represented themselves as agent/representatives of  
22 CMB. Furthermore, plaintiffs’ compensation was at all times below double the San Francisco  
23 minimum wage rate of pay in place during her employment at CMB. Despite these facts, CMB  
24 improperly categorized plaintiffs and other co-workers as independent contractors. Even when  
25 CMB categorized RB and other class members as employees, it did so without paying them the  
26 overtime premium owed by wrongfully characterizing them as “salaried” or “exempt”.

27 9. Plaintiffs worked schedules exceeding eight hours per day and/or forty hours per  
28

1 week on a regular basis without receiving the overtime compensation due to them and without  
2 being afforded the opportunity to take their meal and rest breaks several times during their  
3 employment.

4 10. During her employment, VB complained in several occasions to defendants about  
5 the fact that she was not properly categorized as an independent contractor, that she should be an  
6 employee and that she was entitled to employee benefits like overtime pay and San Francisco sick  
7 leave *inter alia*. In response to these complaints, defendants' position has always been that so  
8 long as VB was not willing to become a full-time employee (by quitting her other part-time job  
9 for her second employer), VB had no right to become a W2 employee with CMB. CMB told VB  
10 that if she remained part-time with CMB, she had to be categorized as an independent contractor.  
11 Defendants knew that they were required to treat VB as an employee regardless of whether VB  
12 was full-time or part-time with CMB but defendants failed to categorize plaintiff as an employee  
13 despite plaintiff's requests. Defendants knew that these actions constitute a violation of Labor  
14 Code sec. 226.8.

15 11. Finally, on January 24, 2019, VB complained to her boss at CMB that she was not  
16 compensated for her overtime and that the company had misclassified her as an independent  
17 contractor. In response to VB's complaint about CMB misclassifying her as an independent  
18 contractor and in response to a demand for her unpaid wages (including the unpaid overtime),  
19 CMB and DK responded with an adverse employment action the very same day by terminating  
20 her on the spot.

21 12. Plaintiff does not know the true names of Defendants DOES 1-60 inclusive, and  
22 therefore sues them by those fictitious names. Plaintiff is informed and believes and thereupon  
23 alleges that each of the Does 1-60 and all named Defendants, and each of them, encouraged,  
24 supported, advised, agreed upon and ratified the violations that are alleged in this complaint. Each  
25 of these fictitiously named defendants has also participated in the wrongful acts and omissions  
26 complained of herein and, in addition in other ways, assisted the named defendants in their  
27 activities, as alleged herein, and each of the fictitiously named defendants has been the knowing  
28

1 beneficiary of the named defendants wrongful acts and omissions as alleged herein.

2 **CLASS ACTION ALLEGATIONS**

3 13. Plaintiffs bring this action on behalf of themselves and all other persons similarly  
4 situated. The proposed “Class” and representative groups that plaintiffs seek to represent are  
5 defined as follows:

- 6 a. All individuals who have worked for CMB the four years preceding May 6,  
7 2019 and who were classified as independent contractors at any time.
- 8 b. All individuals who have worked for CMB the four years preceding May 6,  
9 2019 and who were classified as salaries or exempt employees at any time.

10 14. Plaintiffs are informed and believe and, on that basis, alleges that the Class is so  
11 numerous that joinder of all members would be impracticable. The exact size of the Class and the  
12 identity of the members of the Class is ascertainable from the business records of Defendants.  
13 Plaintiffs are further informed and believe that joinder of all members would be impracticable.

14 15. There is a well-defined community of interest common to all class members  
15 including but not limited to the following:

- 16 a. Defendants pay practices towards members of the Classes were uniform as to all  
17 class members;
- 18 b. Defendants did not pay California overtime for the overtime worked by the Class  
19 Members under the pretext that the class members were independent contractors,  
20 salaried employees, exempt employees or “consultants”;
- 21 c. All class members worked in California;
- 22 d. All class members were paid an amount that excluded overtime premiums;
- 23 e. All class members’ hours of work were set by Defendants;
- 24 f. All class members pay rate was set by Defendants;
- 25 g. Defendants had no policy of providing meal breaks to class members;
- 26 h. Defendants had a policy of not authorizing or permitting restbreaks to class  
27 members.

- 1 i. The named defendants and CMB controlled and directing the work of the class  
2 members .
- 3 j. The named defendants and CMB exercised and had the right to exercise tight  
4 control over the work of all class members;
- 5 k. Class members were not provided with paystubs as required by Labor Code 226  
6 and all class members were injured as a result in the same way because they could  
7 not determine the amount of wages due to them under California law nor taxes to  
8 be paid.
- 9 l. The statute of limitations for every class member is 1, 3 or 4 years depending on  
10 the claim asserted but as to each claim asserted is the same for all class members;
- 11 m. All class members have the identical interest in having liability found based on the  
12 facts that will be proven as to the class representatives;

13 **PREDOMINANT ISSUES OF LAW AND/OR FACT WHICH WILL BE DETERMINED**

14 **IN THIS ACTION:**

15 The following issues are the predominant issues that the court will determine in this action:

- 16 a. Whether Defendants misclassified class members as independent contractors;
- 17 b. Whether Defendants willfully misclassified class members as independent  
18 contractors;
- 19 c. Whether Defendants willfully misclassified its employees as salaries, or exempt;
- 20 d. Whether the individual defendants are employers of the class members or  
21 otherwise liable to the class under Labor Code sec. 558, 558.1;
- 22 e. Whether Defendants exercised control over wages, hours and working conditions  
23 of the class memebrs;
- 24 f. Whether Defendants suffered and permitted the work of the class members;
- 25 g. Whether Defendants owe the class the difference between the pay received and the  
26 applicable overtime premium;
- 27 h. Whether Defendants owe liquidated damages to class members;
- 28

- 1 i. Whether any or all monies sought herein are considered restitution and thus due  
2 under Business and Professions Code 17200;
- 3 j. Whether any equitable defenses apply to the claims made under Business and  
4 Professions Code 17200;
- 5 k. Whether Defendants owe penalties under Labor Code 203 to class members no  
6 longer employed;
- 7 l. Whether Defendants did not pay overtime wages that were due to the class  
8 members;
- 9 m. Whether Defendants reimbursed all expenses due upon discharge;
- 10 n. Whether interest is due on wages found due and at what rate;
- 11 o. Whether Defendants violated California labor law by failing to provide class  
12 members with wage stubs with the information required under Labor Code 226;
- 13 p. Whether Defendants failure to give all class members wage stubs with the items  
14 required by Labor Code 226 caused injury to class members;
- 15 q. Whether Industrial Welfare Commission Orders apply to the plaintiff and the  
16 class;
- 17 r. Whether any exemptions apply to class members;
- 18 s. Whether any affirmative defenses limit or eliminate any claim and as to class  
19 members;
- 20 t. Whether Defendants' business practices are unlawful and/or unfair in violation of  
21 the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. ("UCL");
- 22 u. Whether defendants had a policy to terminate the employees upon submitting a  
23 complaint regarding their misclassification status.

24 16. The claims asserted by Plaintiffs in this action are typical of the claims of the  
25 Class. The claims arise from the same course of conduct by Defendants (including misclassifying  
26 the members of the class as independent contractors, failure to pay overtime, failure to provide  
27 compliant wage stubs, failure to authorize and permit meal and rest breaks and failure to pay all

1 wages at termination of employment). i.e. the relief sought is common (i.e. the overtime  
2 premiums).

3 17. Plaintiffs will fairly and adequately represent and protect the interests of the Class.  
4 Plaintiffs have retained counsel who is competent and experienced in employment and class  
5 action litigation.

6 18. A class action is superior to other methods for the fair and efficient adjudication of  
7 this controversy. Questions of law and fact common to the Class predominate over any questions  
8 affecting only individual members of the Class. Each Class member has suffered injury and is  
9 entitled to recover by reason of Defendants' unlawful conduct. Class action treatment will allow  
10 those similarly situated persons to litigate their claims in the manner that is most efficient and  
11 economical for the parties and the judicial system. In addition, because the economic damages  
12 suffered by the individual class members may be relatively modest, compared to the expense and  
13 burden of individual litigation, it would be impracticable for members of the Classes to seek  
14 redress individually. Moreover, the prosecution of separate actions against Defendants by  
15 individual Class members would create a risk of inconsistent judgments and prevent the risk of  
16 retaliation by the employer towards those employees who are currently working for defendants.  
17 Finally, there will be no undue difficulty in the management of this litigation as a class action.

18 **FIRST CAUSE OF ACTION**

19 **(LATE PAYMENT OF WAGES PURSUANT LABOR CODE §201-203)**

20 **(AGAINST COFFEE MEETS BAGEL AND DOES 1-10)**

21 19. Plaintiffs incorporate herein all of the allegations, averments and matters contained  
22 in paragraphs 1-18 inclusive as if set forth at length herein *in haec verba*.

23 20. Defendants and each one of them willfully failed to pay all monies due at the  
24 termination of the employment relationship either immediately or within 72 hours, pursuant to  
25 Labor Code Section 201.

26 21. Plaintiffs and all class members no longer employed by defendants are entitled to  
27 thirty days of pay at the regular daily rate in addition to all other relief sought herein, pursuant to



1 Labor Code Section 203.

2 **SECOND CAUSE OF ACTION**

3 **(PAYSTUB VIOLATION OF LABOR CODE SECTION 226)**

4 **(AGAINST COFFEE MEETS BAGEL AND DOES 1-10)**

5 22. Plaintiffs and the members of the class incorporate herein all of the allegations,  
6 averments and matters contained in paragraphs 1-18 inclusive as if set forth at length herein *in*  
7 *haec verba*.

8 23. Labor Code Section 226 requires all employers to provide each employee at the  
9 time of the payment of wages with a detachable part of the check, draft or voucher paying the  
10 employees' wages which shows the gross wages earned and total hours worked.

11 24. Defendants violated this Labor Code section and injured plaintiffs and each and  
12 every member of the class who was not provided with a statement as described in the preceding  
13 paragraph such that he was unable to determine if he or she was accurately paid for all work  
14 performed.

15 25. As a result of said violations of Labor Code Section 226, plaintiff and each  
16 member of the class has suffered actual injury and is entitled to recover for those actual damages  
17 statutory penalties, as well as reasonable attorney's fees and costs.

18 **THIRD CAUSE OF ACTION**

19 **(FAILURE TO PAY OVERTIME WAGES PURSUANT TO §510 and 1194)**

20 **(AGAINST COFFEE MEETS BAGEL AND DOES 1-10)**

21 26. Plaintiffs and the members of the class incorporate by reference all of the  
22 allegations, averments and matters contained in paragraph 1 through 18 inclusive as if set forth at  
23 length herein *in haec verba*.

24 27. Defendants failed and refused to pay plaintiffs and the members of the class the  
25 overtime due for time worked in excess of eight hours per day or or 40 hours in a week.

26 28. Labor Code §1194 provides that it is unlawful to employ persons for longer than  
27 the hours set by the Industrial Welfare Commission or under conditions prohibited by the

1 applicable wage order.

2 29. At all times relevant herein, the Industrial Welfare Commission Wage Orders and  
3 Labor Code 510 applied to the employment of plaintiffs by defendants. Said wage order and  
4 Labor Code section provide that any employee employed for more than 8 hours a day or 40 hours  
5 per week are to be paid at the rate of 1.5 times the regular rate for hours in excess of 8 per day or  
6 40 per week, and for every hour on the seventh or more consecutive day of work, and 2.0 times  
7 the normal rate for hours worked over 12 or in excess of 8 on the seventh consecutive day of  
8 work.

9 30. Pursuant to Labor Code 1194(a), Plaintiffs and the members of the class are  
10 entitled to recover their lost earnings for overtime premium plus reasonable attorney's fees and  
11 costs.

12 **FOURTH CAUSE OF ACTION**

13 **(FAILURE TO AFFORD BREAKS OR MEAL PERIODS - LABOR CODE § 226.7)**

14 **(AGAINST COFFEE MEETS BAGEL AND DOES 1-10)**

15 31. Plaintiffs and the members of the class incorporate by reference all of the  
16 allegations, averments and matters contained in paragraph 1 through 18 inclusive as if set forth at  
17 length herein in *haec verba*.

18 32. Defendants routinely failed to provide Plaintiffs and all class members with a 30-  
19 minute unpaid meal period after the first five (5) hours of work and a second when plaintiffs  
20 worked ten hours in a workday as required by IWC Orders and Labor Code § 226.7. As a result  
21 of Defendants' failure, Plaintiffs and the members of the class are entitled to recover an amount to  
22 be proved at trial, of not less than one additional hour of pay at the regular rate of compensation  
23 (but not less than minimum wage) for each workday that the meal period was not provided.

24 33. Defendants routinely failed to provide Plaintiffs and the members of the the class  
25 with a 10-minute paid rest period for each four (4) hour period of work, in compliance with IWC  
26 Orders and Labor Code § 226.7. As a result of Defendants' failure, Plaintiffs and the class  
27 members are entitled to recover an amount of not less than one additional hour of pay at the  
28

1 regular rate of compensation (but not less than minimum wage) for each workday that the rest  
2 period was not provided.

3 34. Defendants' policy and practice of denying Plaintiffs and the class members meal  
4 and rest periods constitutes a willful violation of California Labor Code § 226.7. Plaintiffs and all  
5 class members have sustained damages as a direct and proximate consequence of the Defendants'  
6 willful and illegal conduct, to wit, plaintiffs and class members have been forced to work  
7 throughout the day, without being allowed to take her off duty meal period.

8 **FIFTH CAUSE OF ACTION**

9 **(VIOLATION OF SAN FRANCISCO SICK LEAVE ORDINANCE)**

10 **(AGAINST ALL DEFENDANTS)**

11 35. Plaintiffs incorporate by reference all of the allegations, averments and matters  
12 contained in paragraph 1 through 18 inclusive as if set forth at length herein in *haec verba*.

13 36. Defendants willfully and knowingly failed to provide plaintiffs and other class  
14 members with sick leave pursuant to Administrative Code Section 12W. Plaintiff and the other  
15 class members were denied sick pay and are therefore entitled to the dollar amount of paid sick  
16 leave withheld from the employee multiplied by three; or \$250.00, whichever amount is greater  
17 for defendant's violation of the ordinance. Plaintiffs and the members of the class are entitled to  
18 recover the triple of the sick leave wages denied because she was denied the sick pay provided for  
19 by the ordinance.

20 37. Plaintiffs are entitled to liquidated damages and penalties for defendants' willful  
21 failure to comply with Administrative Code Section 12W, and for costs and attorney's fees  
22 associated with collection and enforcement hereunder.

23 **SIXTH CAUSE OF ACTION**

24 **TERMINATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SEC. 98.6**

25 **VB AGAINST COFFEE MEETS BAGEL AND DOES 1-20**

26 38. Plaintiff s re-allege and incorporate herein by this reference as though set forth at  
27 length each and every allegation contained in paragraphs 1-18.

1 39. Plaintiff VB was discharged from her employment because plaintiff made a  
2 written and verbal complaint that she is owed unpaid wages (i.e. overtime premium pay). This  
3 conduct by defendants is specifically proscribed by Labor Code Section 98.6.

4 40. Plaintiff seeks to recover the damages allowed under Labor Code sec. 98.6  
5 including reinstatement and reimbursement for lost wages and work benefits caused by those acts  
6 of the employer (Lab. Code sec. 98.6(b)); a civil penalty not exceeding ten thousand dollars  
7 (\$10,000) per employee for each violation of this section, to be awarded to the employee who  
8 suffered the violation (Lab. Code sec. 98.6(b)(3)); plus actual damages according to proof (Lab.  
9 Code sec. 1105).

10 **SEVENTH CAUSE OF ACTION**

11 **TERMINATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SEC. 1102.5**

12 **VB AGAINST ALL DEFENDANTS**

13 41. Plaintiff re-alleges and incorporates herein by this reference as though set forth at  
14 length each and every allegation contained in paragraphs 1-18.

15 42. Plaintiff was discharged from her employment because plaintiff disclosed in in  
16 good faith to her boss at CMB, a person with authority over VB and with the authority to  
17 investigate, discover, or correct the violation or noncompliance with state law, namely the failure  
18 to properly classify plaintiff as an employee and the failure to pay overtime wages as mandated by  
19 state law.

20 43. Plaintiff seeks to recover her general and special damages allowed under Labor  
21 Code 1102.5 plus a civil penalty not exceeding ten thousand dollars (\$10,000) for plaintiff.

22  
23 **EIGHTH CAUSE OF ACTION**

24 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200 et seq.**

25 **AGAINST ALL DEFENDANTS**

26 44. Plaintiffs re-allege and incorporate herein by this reference as though set forth at  
27 length each and every allegation contained in paragraphs 1-16.

1           45. Defendant’s violations of Labor Code §201, §202, §221, §224, 226, 226.7, 510,  
2 558.1 1198, 2802, 29 USC 201 et seq., constitute unlawful, illegal and unfair business practices in  
3 violation of California Business and Professions Code §17200 et seq.

4           46. Pursuant to Business and Professions Code §17203, Plaintiffs and class members  
5 are entitled to equitable restitution of all sums unlawfully denied to them. Plaintiffs also seek an  
6 order requiring Defendants to disgorge all unlawful profits made as a result of the unfair/illegal  
7 business practices alleged herein, at least to the extent necessary to compensate them in full for  
8 monies owed to plaintiffs and the class under the cited statutes and for an order preventing  
9 defendants from violating said laws in the future.

10                                   **NINTH CAUSE OF ACTION**  
11                                   **AGAINST ALL DEFENDANTS**  
12                                   **(VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT)**

13           47. Plaintiff re-alleges and incorporates herein by this reference as though set forth at  
14 length each and every allegation contained in paragraphs 1-46,

15           48. Plaintiff brings this action as a representative action on behalf of the State of  
16 California with respect to herself and all other individuals who are or previously were employed  
17 by defendants during the applicable statutory period (the “AGGRIEVED EMPLOYEES.”)

18           49. The policies, acts and practices heretofore described were and are violations of the  
19 California Labor Code Statutes: Defendants fail to pay overtime due, fail to pay premium wages  
20 when rest and meal breaks are not authorized or permitted as required by law and are missed as a  
21 result, fail to give proper wage stubs, fail to properly record all hours worked and have  
22 consistently misclassified plaintiff and their other AGGRIEVED EMPLOYEES as independent  
23 contractors or as “consultants”. All these failures violate applicable Labor Code sections listed in  
24 Labor Code 2699 et seq. including, but not limited to Labor Code 201-208, 226, 226.7, 226.8,  
25 510, 512, 558, 1194, 1198 and 2750.5 and the applicable wage orders and thereby gives rise to  
26 statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil penalties  
27 and wage restitution as prescribed by the Labor Code Private Attorneys’ General Act of 2004 as  
28 the representative of the State of California for the unlawful conduct engaged in by defendants as

1 to Plaintiff and the other AGGRIEVED EMPLOYEES. Plaintiff has complied with all statutory  
2 prerequisites to bringing this action prior to filing this amendment including but not limited to  
3 notify the LWDA and defendants of the specific labor code violations by certified mail on May 6,  
4 2019. This claim is being brought only after the exhaustion of these pre-litigation requirements  
5 were exhausted.

6 **TENTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE 558.1**

8 **(AGAINST ARUM KANG AND DAWON KANG)**

9 50. Plaintiffs re-allege and incorporate herein by this reference as though set forth at  
10 length each and every allegation contained in paragraphs 1-49.

11 51. Under Labor Code 558.1, each of the individual defendants were either an employer or  
12 acted on behalf of an employer in causing Labor Code sections 202, 226, 226.7, 1194 to be  
13 violated.

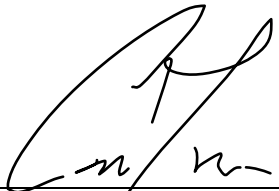
14 52. ARUN KANG and DAWOON KANG were both officers, directors, managing  
15 agents and owners of COFFEE MEETS BAGEL INC. at all relevant times. Each of them caused  
16 every violation of law alleged in this complaint to be violated.

17  
18 **WHEREFORE PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES [EXCEPT**  
19 **THE EIGHTH CAUSE OF ACTION] AND PRAYS JUDGMENT AS FOLLOWS:**

- 20 1. Damages in the combined total amount of \$2,000,000.00  
21 2. All penalties according to proof.  
22 3. Interest on all sums awarded;  
23 4. Costs of suit and Attorney's fees incurred;  
24 5. Such other, and/or further relief as is just and proper.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: December 15, 2020



---

DANIEL BERKO and CARLOS JATO,  
Attorney for Plaintiff VANESSA BUSTOS  
and all others similarly situated