

Carolyn Hunt Cottrell (SBN 166977)
David C. Leimbach (SBN 265409)
Brett D. Watson (SBN 327669)
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Attorneys for Plaintiff, the Putative Class,
the State of California and All Aggrieved Employees

FILED
ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT

By: Jaqueline Cottrell DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

MARIO TINACO, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

QUIK STOP MARKETS, INC., and DOES
1-100,

Defendants.

Case No. RG20061119

**SECOND AMENDED CLASS ACTION
COMPLAINT AND DEMAND FOR JURY
TRIAL**

- (1) Failure to Pay Minimum Wage (Labor Code §§ 1182.11, 1182.12, 1194, 1197)
- (2) Failure to Pay Overtime Wages (Labor Code §§ 210, 510, 1194)
- (3) Failure to Provide Meal and Rest Periods (Labor Code §§ 226.7, 512)
- (4) Failure to Compensate for All Hours Worked (Labor Code § 204)
- (5) Failure to Provide Appropriate Wage Statements (Labor Code § 226)
- (6) Waiting Time Penalties (Labor Code §§ 201-203)
- (7) Unfair Business Practices (Bus. & Prof. Code § 17200 *et seq.*)
- (8) Penalties Pursuant to California Labor Code § 2699(a) (Labor Code Private Attorneys General Act of 2004)
- (9) Penalties Pursuant to California Labor Code § 2699(f) (Labor Code Private Attorneys General Act of 2004)

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Plaintiff Mario Tinaco (“Plaintiff”), on behalf of himself and all others similarly situated, the State of California and all aggrieved employees complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action on behalf of himself and other similarly situated individuals who have worked for Quik Stop Markets, Inc. (“Defendant”) as non-exempt, hourly workers in California to challenge Defendant’s violations of the California Labor Code.

2. This is a class action against Defendant to challenge its policies and practices of (1) failing to pay Plaintiff and putative Class members minimum wage as required by California law; (2) failing to pay Plaintiff and putative Class members overtime wages; (3) failing to authorize and permit Plaintiff and putative Class members to take meal and rest breaks to which they are entitled by law and pay premium compensation for missed breaks; (4) failing to compensate Plaintiff and putative Class members for all hours worked; (5) failing to provide Plaintiff and putative Class members accurate, itemized wage statements; (6) failing to timely pay Plaintiff and putative Class members wages owed upon the termination of employment; and (7) failing to provide suitable seating.

3. Plaintiff and putative Class members are current and former employees who work for Defendant as non-exempt employees in California.¹ These employees are cashiers and attendants at Defendant's gas stations and convenience stores throughout California. Plaintiff and putative Class members handle point of sale transactions, prepare and serve food, restock products on store shelves, clean equipment, displays, and floors inside the store, and maintain store upkeep. At all relevant times, they are subject to Defendant's timekeeping and payroll policies and practices.

4. Defendant pays Plaintiff and putative Class members based on their scheduled hours, regardless of how long such employees actually work. For example, Plaintiff frequently worked overnight shifts and was the only employee in the store from 10:00 p.m. to 6:00 a.m. the following

¹ Although Plaintiff Tinaco is a former employee, the putative Class includes current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 morning. Because Plaintiff did not have any other employees in the store to relieve him or assist in
2 serving customers, Plaintiff could not complete his cleaning duties and other tasks until another
3 employee arrived to assist customers in the store. As a result, Plaintiff worked beyond the scheduled
4 ending time of his shifts and yet, Defendant only paid Plaintiff as if he had worked his scheduled
5 hours.

6 5. Plaintiff and putative Class members are routinely denied legally compliant meal and
7 rest periods. Defendant requires Plaintiff and putative Class members to work alone for up to eight
8 hours without assistance or relief. Therefore, they are always on duty and unable to take breaks or
9 meal periods. Despite routinely failing to provide Plaintiff and putative Class members the
10 opportunity to take meal and rest breaks, Defendant does not compensate Plaintiff and putative
11 Class members with premium pay in lieu of missed meal and rest periods.

12 6. Defendant's failure to provide legally compliant meal and rest periods or premium
13 pay in lieu thereof also leads to off-the-clock, minimum wage and overtime violations.

14 7. Because Plaintiff and putative Class members work beyond their scheduled shifts,
15 Plaintiff and putative Class members regularly work longer than the eight hours for which they are
16 paid. When this uncompensated time is factored in, Plaintiff and putative Class members are owed
17 overtime compensation for some of the time that they work.

18 8. Plaintiff and putative Class members do not receive accurate, itemized wage
19 statements. Specifically, Plaintiff and putative Class members receive wage statements that do not
20 reflect all hours worked, premium pay for missed meal and rest breaks, and applicable overtime
21 premiums.

22 9. Additionally, Plaintiff and putative Class members are not paid all amounts owed
23 following voluntary or involuntary termination of employment.

24 10. As a result of these violations, Plaintiff seeks compensation, damages, penalties, and
25 interest to the full extent permitted by the California Labor Code and the Industrial Welfare
26 Commission ("IWC") Wage Orders.

27 11. Defendant is also liable for various other penalties under the Labor Code, and for
28 violation of the Unfair Competition Law, Business and Professions Code §§ 17200, *et seq.*

1 (“UCL”).

2 12. As a result of these violations, Plaintiff seeks compensation for all unpaid wages,
3 premiums for all denied meal and rest periods, unpaid overtime premium pay, waiting time
4 penalties, penalties for failing to provide legally compliant wage statements and penalties under the
5 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Plaintiff also seeks declaratory,
6 equitable, and injunctive relief, including restitution.

7 13. Finally, Plaintiff seeks reasonable attorneys’ fees and costs under the Labor Code and
8 California Code of Civil Procedure § 1021.5, and other laws of the state of California.

9 **PARTIES**

10 14. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
11 Complaint was a resident of California. Plaintiff was employed by Defendant from approximately
12 January 2019 through March 2019. At all times during his employment, Plaintiff worked as a
13 cashier and attendant at Defendant’s store located at 951 N Vasco Road in Livermore, California.

14 15. Plaintiff and the putative Class members are currently and/or formerly employed as
15 non-exempt, hourly workers at Defendant’s stores and locations in California, during the time
16 period four years before the filing of the Complaint in this matter to its resolution.

17 16. Defendant Quik Stop Markets, Incorporated is a California corporation with its
18 Principal Office in Cincinnati, Ohio. Quik Stop Markets, Inc. is registered as an active corporation
19 with the California Secretary of State and does business in the State of California. On information
20 and belief, Quik Stop Markets, Inc. operates fueling stations, convenience stores, and food marts in
21 several of the United States of America, including California.

22 17. Plaintiff is informed, believes, and thereon alleges that Defendant Quik Stop Markets,
23 Inc. employs non-exempt employees throughout California, including in Alameda County.

24 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of Does 1-100, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by
26 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
27 named Defendants is responsible in some manner for the occurrences and Plaintiff and putative
28 Class members’ damages as herein alleged. Plaintiff will amend this Complaint to show their true

1 names and capacities when they have been ascertained. Doe Defendants are jointly and severally
2 liable for Plaintiff and putative Class members' damages.

3 19. At all relevant times, Defendant has done business under the laws of California, has
4 had places of business in California, including in this judicial district, and has employed Class
5 members in this judicial district. Defendant is a "person" as defined in Labor Code § 18 and
6 Business and Professions Code § 17201. Defendant is also "employer" as that term is used in the
7 Labor Code and IWC Wage Orders.

8 **JURISDICTION AND VENUE**

9 20. This Court has personal jurisdiction over Defendant because Defendant does business
10 in California and is registered with the California Secretary of State, and Plaintiff is a resident of
11 California.

12 21. This Court has general jurisdiction over Plaintiff and putative Class members' Labor
13 Code claims. This Court also has jurisdiction over Plaintiff and putative Class' members claims for
14 penalties in violation of the Labor Code pursuant to Business and Professions Code § 17202, as
15 well as pursuant to the applicable Labor Code provisions.

16 22. Venue is proper in this County pursuant to Code of Civil Procedure § 395(a).
17 Defendant conducts business and has locations in this County. A substantial portion of the events
18 giving rise to the causes of action herein occurred in this County.

19 **FACTUAL ALLEGATIONS**

20 23. Plaintiff worked for Defendant as a cashier and store attendant from approximately
21 January 2019 through March 2019. Plaintiff's regular wage was \$13 per hour throughout his
22 employment.

23 24. Quik Stop Markets, Inc. operates fueling stations, convenience stores, and food marts
24 in several of the United States of America, including California. Quik Stop Markets, Inc. operates
25 over one hundred stores and locations in California.

26 25. At all times during his employment, Plaintiff was a cashier and attendant at
27 Defendant's Livermore, California store located at 951 N Vasco Road. Defendant hired Plaintiff to
28 work overnight shifts at that location from approximately 10:00 p.m. to 6:00 a.m. the following

1 day. In addition to serving customers as the store's cashier, Plaintiff's job duties included restocking
2 shelves with dry goods, preparing and serving hot and cold food, cleaning equipment and displays,
3 mopping floors, and taking trash to the dumpster. As the only employee on site during overnight
4 shifts, Plaintiff could not leave the cash register unattended if customers were present. Without any
5 relief, Plaintiff could not complete all the cleaning and food preparation duties until another
6 employee arrived in the morning for the next shift, which was scheduled to begin at approximately
7 6:00 a.m. Because Plaintiff's relief was frequently 10 to 15 minutes late, and because he had to
8 finish his shift duties thereafter, Plaintiff often worked well beyond the eight hours he was
9 scheduled to work.

10 26. Even though Plaintiff was the sole employee responsible for ensuring the operation
11 of the entire premises overnight, Defendant required him to complete all tasks within the scheduled
12 shift. If Plaintiff failed to prepare and replenish enough food and clean the entire store before
13 leaving, he faced disciplinary action. Plaintiff typically spent at least an hour working off-the-clock
14 at the end of his shifts, regardless of when the shifts were scheduled to begin and end. When
15 Plaintiff notified the general manager of the store that he had been working roughly five hours or
16 more of overtime on a weekly basis without pay, the general manager responded that Defendant
17 does not pay overtime as a matter of policy and Plaintiff would not be compensated for that time.

18 27. When this uncompensated time is factored in, Plaintiff and putative Class members
19 often work over eight hours per day, necessitating the payment of overtime compensation for some
20 of the time that they work. However, Defendant fails to pay Plaintiff and putative Class members
21 appropriate overtime premiums for such time.

22 28. These same conditions and circumstances also prevented Plaintiff from taking
23 appropriate meal and rest breaks. Defendant did not inform Plaintiff that he was entitled to take
24 breaks, when to take them, or for how long to take them. Once he began his shift, Plaintiff's
25 workload was simply too great for him to take meal and rest breaks without further extending his
26 workday beyond his scheduled shift. In addition, because there were no other employees on the
27 premises to relieve Plaintiff, he had to serve all customers throughout the overnight hours without
28 exception. Therefore, he was never off duty and able to take a break of any kind. Despite failing to

1 provide Plaintiff the opportunity to take meal and rest breaks, Defendant does not pay missed break
2 premiums to Plaintiff and the putative Class members in lieu of missed or non-compliant breaks.

3 29. As a result of the issues outlined above, Defendant does not provide Plaintiff and
4 putative Class members with accurate wage statements as required by California law. Plaintiff and
5 putative Class members receive wage statements that do not reflect all hours worked, premium pay
6 for missed meal and rest breaks, nor applicable overtime premiums.

7 30. Defendant also does not provide Plaintiff and putative Class members with full
8 payment of all wages owed at the end of employment. These workers are owed wages and premium
9 pay for all time worked, overtime, and missed meal and rest breaks when their employment ends.
10 These amounts remain unpaid after voluntary and involuntary termination. Consequently,
11 Defendant is subject to waiting time penalties.

12 31. Defendant fails to provide Plaintiff and putative Class members with suitable seating
13 as required by Cal. Labor Code § 1198 and applicable wage orders. IWC Wage Order 7-2001,
14 Section 14(A) provides that “[a]ll working employees shall be provided with suitable seats when
15 the nature of the work reasonably permits the use of seats.” Moreover, “[w]hen employees are not
16 engaged in the active duties of their employment and the nature of the work requires standing, an
17 adequate number of suitable seats shall be placed in reasonable proximity to the work area and
18 employees shall be permitted to use such seats when it does not interfere with the performance of
19 their duties.” IWC Wage Order 7-2001(14)(B).

20 32. Plaintiff and putative Class members spend a substantial portion of every shift
21 working behind a sales counter in Defendant’s stores. There is ample space behind each counter for
22 the presence and use of a stool or seat by Plaintiff and putative Class members.

23 33. Defendant knew or should have known that Plaintiff and putative Class Members are
24 entitled to suitable seating and/or are entitled to suitable seating when it does not interfere with the
25 performance of their duties, and that Defendant fails to provide suitable seating and/or does not
26 allow Plaintiff and putative Class members to sit when it does not interfere with the performance
27 of their duties.

28 34. Plaintiff is informed, believes, and thereon alleges that Defendant’s unlawful conduct

1 has been widespread, repeated, and consistent as to the putative Class members and throughout
2 Defendant's operations in California. Defendant knows or should know that its policies and
3 practices have been unlawful and unfair.

4 35. Defendant's conduct was willful, carried out in bad faith, and caused significant
5 damages to Plaintiff and putative Class members in an amount to be determined at trial.

6 **CLASS ACTION ALLEGATIONS**

7 36. Plaintiff brings this case as a class action on behalf of himself and all others similarly
8 situated pursuant to California Code of Civil Procedure § 382. The putative Class that Plaintiff
9 seeks to represent is defined as follows:

10 All current and former non-exempt, hourly employees who worked in
11 California for Quik Stop Markets, Inc. during the time period beginning
12 from four years prior to the filing of this Complaint until the resolution of
13 this action (the "Class").

14 37. This action has been brought and may properly be maintained as a class action under
15 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation
16 and the proposed class is easily ascertainable.

17 a. **Numerosity:** The potential members of the putative Class as defined are so
18 numerous that joinder of all the members of the Class is impracticable.

19 b. **Commonality:** There are questions of law and fact common to Plaintiff and
20 the putative Class that predominate over any questions affecting only individual members of
21 the putative Class. These common questions of law and fact include, but are not limited to:

22 i. Whether Defendant failed to authorize, permit, make available, and/or
23 provide putative Class members with compliant meal periods to which they are entitled
24 in violation of the Labor Code and Wage Orders;

25 ii. Whether Defendant failed to authorize, permit, make available, and/or
26 provide putative Class members with compliant meal periods to which they are entitled
27 in violation of Business and Professions Code §§ 17200 *et seq.*;

28 iii. Whether Defendant failed to authorize, permit, make available, and/or

1 provide putative Class members with compliant rest breaks to which they are entitled in
2 violation of the Labor Code and Wage Orders;

3 iv. Whether Defendant failed to authorize, permit, make available, and/or
4 provide putative Class members with compliant rest breaks to which they are entitled in
5 violation of Business and Professions Code §§ 17200 *et seq.*;

6 v. Whether Defendant failed to compensate putative Class members for all
7 hours worked in violation of the Labor Code and Wage Orders;

8 vi. Whether Defendant failed to compensate putative Class members for all
9 hours worked in violation of Business and Professions Code §§ 17200 *et seq.*;

10 vii. Whether Defendant failed to compensate putative Class members with at
11 least minimum wage for all compensable work time in violation of the Labor Code and
12 Wage Orders;

13 viii. Whether Defendant fails to compensate putative Class members with at
14 least minimum wage for all compensable work time in violation of Business and
15 Professions Code §§ 17200 *et seq.*;

16 ix. Whether Defendant fails to compensate putative Class members with
17 overtime wages for work performed in excess of eight hours in a day in violation of the
18 Labor Code and Wage Orders;

19 x. Whether Defendant fails to compensate putative Class members with
20 overtime wages for work performed in excess of eight hours in a day in violation of
21 Business and Professions Code §§ 17200 *et seq.*;

22 xi. Whether Defendant fails to provide putative Class members with timely,
23 accurate itemized wage statements in violation of the Labor Code and Wage Orders;

24 xii. Whether Defendant fails to provide putative Class members with timely,
25 accurate itemized wage statements in violation of Business and Professions Code §§
26 17200 *et seq.*;

27 xiii. Whether Defendant fails to timely pay putative Class members for all
28 wages owing upon termination of employment in violation of the Labor Code and Wage

Orders;

xiv. Whether Defendant fails to timely pay putative Class members for all wages owing upon termination of employment in violation of Business and Professions Code §§ 17200 *et seq.*;

xv. Whether Defendant fails to provide Plaintiff and putative Class members with suitable seating in violation of Cal. Labor Code § 1198 and applicable wage orders;

xvi. Whether Defendant is liable for penalties to putative Class members under PAGA; and

xvii. The proper formula for calculating restitution, damages and penalties owed to Plaintiff and the putative Class alleged herein.

c. **Typicality:** Plaintiff's claims are typical of the claims of the putative Class. Defendant's common course of conduct in violation of law as alleged herein has caused Plaintiff and putative Class members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the putative Class.

d. **Adequacy of Representation:** Plaintiff is a member of the putative Class, has no conflicts of interest with other putative Class members, and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff is competent and experienced in litigating large employment class actions, including wage and hour class actions. Plaintiff will fairly and adequately represent and protect the interests of the Class members.

e. **Superiority of Class Action:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all putative Class members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each putative Class member has been damaged and is entitled to recovery by reason of Defendant's illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and

1 economical for the Parties and the judicial system. The injury suffered by each Class
2 member, while meaningful on an individual basis, is not of such magnitude as to make the
3 prosecution of individual actions against Defendant economically feasible. Individualized
4 litigation increases the delay and expense to all Parties and the Court. By contrast, class
5 action treatment will allow these similarly situated persons to litigate their claims in the
6 manner that is most efficient and economical for the Parties and the judicial system. In the
7 alternative, the Class may be certified because the prosecution of separate actions by the
8 individual members of the Class would create a risk of inconsistent or varying adjudication
9 with respect to individual members of the Class, and, in turn, would establish incompatible
10 standards of conduct for Defendant.

11 **FIRST CAUSE OF ACTION**
12 **Failure to Pay Minimum Wage**
13 **Pursuant to Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, and 1197**
(Against All Defendants – on Behalf of the Class)

14 38. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 39. Defendant fails to compensate Plaintiff and putative Class members with at least the
17 minimum wage for all hours worked or spent in Defendant's control because Plaintiff and the
18 putative Class members are nominally paid at rates at or just above the required California
19 minimum, and when the required premium payments for missed breaks, wages for off-the-clock
20 work, and overtime wages are factored in, the actual rate of pay often drops below the required
21 California minimum.

22 40. During the applicable statutory period, Labor Code §§ 1182.11, 1182.12, and 1197,
23 and the Minimum Wage Order were in full force and effect and required that employees receive
24 the minimum wage for all hours worked at the rate of ten dollars (\$10.00) per hour commencing
25 January 1, 2016 and ending December 31, 2016. For employers with 26 or more employees, the
26 minimum wage for all hours worked was ten dollars and fifty cents (\$10.50) per hour from January
27 1, 2017 to December 31, 2017, inclusive; eleven dollars (\$11.00) per hour from January 1, 2018 to
28 December 31, 2018, inclusive; twelve dollars (\$12.00) per hour from January 1, 2019 to December

1 31, 2019, inclusive; and thirteen dollars (\$13.00) per hour from January 1, 2020 to December 31,
2 2020, inclusive.

3 41. IWC Wage Order 7-2001(2)(G) defines hours worked as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so....”

6 42. Labor Code § 1194(a) provides as follows:
7 Notwithstanding any agreement to work for a lesser wage, any employee
8 receiving less than the legal minimum wage or the legal overtime
9 compensation applicable to the employee is entitled to recover in a civil
10 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorneys’
fees, and costs of suit.

11 43. Because of Defendant’s policies and practices with regard to compensating Plaintiff
12 and putative Class members, Defendant has failed to pay minimum wages as required by law.
13 Plaintiff and putative Class members frequently perform work for which they are compensated
14 below the statutory minimum, as determined by the IWC.

15 44. Labor Code § 1194.2 provides that, in any action under § 1194 to recover wages
16 because of the payment of a wage less than minimum wage fixed by an order of the commission,
17 an employer shall be entitled to recover liquidated damages in an amount equal to the wages
18 unlawfully unpaid and interest thereon.

19 45. California law further requires that employers pay their employees for all hours
20 worked at the statutory or agreed upon rate. No part of the rate may be used as a credit against a
21 minimum wage obligation.

22 46. By failing to maintain adequate time records as required by Labor Code §1174(d)
23 and IWC Wage Order 7-2001(7), Defendant has made it difficult to calculate the minimum wage
24 compensation due to Plaintiff and putative Class members.

25 47. Plaintiff and putative Class members have been deprived of minimum wages in an
26 amount to be proven at trial, and are entitled to a recovery of such amount, plus liquidated damages,
27 plus interest thereon, attorneys’ fees, and costs of suit pursuant to Labor Code §§ 1194, 1194.2, and
28 1197.1.

48. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

SECOND CAUSE OF ACTION
Failure to Pay Overtime Wages
Pursuant to Labor Code §§ 200, 510, and 1194
(Against All Defendants – on Behalf of the Class)

49. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

50. Defendant does not properly compensate Plaintiff and putative Class members with appropriate overtime premiums, including time-and-a-half premiums based on their regular rate of pay, as required by California law.

51. Labor Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

52. IWC Wage Order 7-2001(3)(A)(1) states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

53. Labor Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee

1 receiving less than the legal minimum wage or the legal overtime
2 compensation applicable to the employee is entitled to recover in a civil
3 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorneys'
fees, and costs of suit.

4 54. Labor Code § 200 defines wages as “all amounts of labor performed by employees
5 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
6 commission basis or other method of calculation.” All such wages are subject to California’s
7 overtime requirements, including those set forth above.

8 55. Defendant’s policies and practices of requiring Plaintiff and putative Class members
9 to perform work off-the-clock and/or without compensation beyond a scheduled shift is unlawful
10 and results in overtime violations. As a result of this unlawful policy, Plaintiff and putative Class
11 members have worked overtime hours for Defendant without being paid overtime premiums in
12 violation of the Labor Code, the applicable IWC Wage Orders, and other applicable law.

13 56. Defendant has knowingly and willfully refused to perform their obligations to
14 compensate Plaintiff and putative Class members for all premium wages for overtime work.
15 Defendant is liable to Plaintiff and putative Class members alleged herein for the unpaid overtime
16 and civil penalties, with interest thereon. Furthermore, Plaintiff and putative Class members are
17 entitled to an award of attorneys’ fees and costs as set forth below.

18 57. As a proximate result of the aforementioned violations, Plaintiff and the putative
19 Class have been damaged in an amount according to proof at time of trial.

20 58. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

21 **THIRD CAUSE OF ACTION**

22 **Failure to Authorize and Permit and/or Make Available Meal and Rest Periods**
23 **Pursuant to California Labor Code 203, 223, 226.7, 512, and 1198**
(Against All Defendants – on Behalf of the Class)

24 59. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
25 herein.

26 60. Defendant failed to provide Plaintiff and putative Class members the opportunity to
27 take compliant meal and rest breaks and required them to continue working during these breaks.
28

1 61. Defendant also failed to pay Plaintiff and putative Class members one hour of
2 premium pay for missed breaks.

3 62. Labor Code §§ 226.7 and 512 and the applicable Wage Orders require Defendant to
4 authorize and permit meal and rest periods to their employees. Labor Code §§ 226.7 and 512 and
5 the Wage Orders prohibit employers from employing an employee for more than five hours without
6 a meal period of not less than thirty minutes, and from employing an employee more than ten hours
7 per day without providing the employee with a second meal period of not less than thirty minutes.
8 Labor Code § 226.7 and the applicable Wage Orders also require employers to authorize and permit
9 employees to take ten minutes of net rest time per four hours or major fraction thereof of work, and
10 to pay employees their full wages during those rest periods. Unless the employee is relieved of all
11 duty and employer control during the thirty-minute meal period and ten-minute rest period, the
12 employee is considered “on duty” and the meal or rest period is counted as time worked under the
13 applicable Wage Orders.

14 63. Under Labor Code § 226.7(b) and the applicable Wage Orders, an employer who fails
15 to authorize, permit, and/or make available a required meal period must, as compensation, pay the
16 employee one hour of pay at the employee’s regular rate of compensation for each workday that
17 the meal period was not authorized and permitted and/or not made available. Similarly, an employer
18 must pay an employee denied a required rest period one hour of pay at the employee’s regular rate
19 of compensation for each workday that the rest period was not authorized and permitted and/or not
20 made available.

21 64. Despite these requirements, Defendant knowingly and willfully refuses to perform
22 its obligations to authorize and permit and/or make available to Plaintiff and putative Class
23 members the ability to take the off-duty meal and rest periods to which they are entitled.

24 65. Defendant also fails to pay Plaintiff and putative Class members one hour of pay for
25 each off-duty meal and/or rest period that they are denied.

26 66. Defendant’s conduct described herein violates Labor Code §§ 226.7 and 512.
27 Therefore, pursuant to Labor Code § 226.7(b), Plaintiff and putative Class members are entitled to
28 compensation for the failure to authorize and permit and/or make available meal and rest periods,

1 plus interest, attorneys' fees, expenses, and costs of suit.

2 67. As a proximate result of the aforementioned violations, Plaintiff and the putative
3 Class have been damaged in an amount according to proof at time of trial.

4 68. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

5 **FOURTH CAUSE OF ACTION**
6 **Failure to Pay for All Hours Worked**
7 **Pursuant to Labor Code §§ 200, 204, 1194, and 1198**
8 **(Against All Defendants – on Behalf of the Class)**

9 69. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
10 herein.

11 70. Plaintiff alleges that Defendant willfully engaged and continues to engage in a policy
12 and practice of not compensating Plaintiff and putative Class members for all hours worked or spent
13 in Defendant's control.

14 71. Defendant regularly requires Plaintiff and putative Class members to perform
15 uncompensated and/or off-the-clock work. As detailed above, Plaintiff and putative Class regularly
16 work beyond their scheduled shifts to complete all of their assigned tasks. While Plaintiff and
17 putative Class members regularly perform work well in excess of eight daily hours, Defendant
18 simply ignores this work, failing to provide any compensation for it.

19 72. Labor Code § 200 defines wages as "all amounts for labor performed by employees
20 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
21 commission basis or method of calculation."

22 73. Labor Code § 204(a) provides that "[a]ll wages ... earned by any person in any
23 employment are due and payable twice during each calendar month...."

24 74. Labor Code § 1194(a) provides as follows:
25 Notwithstanding any agreement to work for a lesser wage, any employee
26 receiving less than the legal minimum wage or the legal overtime
27 compensation applicable to the employee is entitled to recover in a civil
28 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorneys'
fees, and costs of suit.

75. Labor Code § 1198 makes it unlawful for employers to employ employees under

1 conditions that violate the Wage Order.

2 76. IWC Wage Order 7-2001(2)(G) defines hours worked as “the time during which an
3 employee is subject to the control of an employer, and includes all the time the employee is suffered
4 or permitted to work, whether or not required to do so....”

5 77. In violation of California law, Defendant knowingly and willfully refuses to perform
6 its obligation to provide Plaintiff and putative Class members with compensation for all time worked.
7 Therefore, Defendant committed, and continues to commit, the acts alleged herein knowingly and
8 willfully, and in conscious disregard of Plaintiff and putative Class members’ rights. Plaintiff and
9 putative Class members are thus entitled to recover nominal, actual, and compensatory damages,
10 plus interest, attorneys’ fees, expenses and costs of suit.

11 78. As a proximate result of the aforementioned violations, Plaintiff and the putative Class
12 have been damaged in an amount according to proof at time of trial.

13 79. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

14 **FIFTH CAUSE OF ACTION**
15 **Failure to Provide Accurate Itemized Wage Statements**
16 **Pursuant to Labor Code § 226**
(Against All Defendants – on Behalf of the Class)

17 80. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 81. Defendant do not provide Plaintiff and putative Class members with accurate itemized
20 wage statements as required by California law.

21 82. Labor Code § 226(a) provides:

22 Every employer shall, semimonthly or at the time of each payment of
23 wages, furnish each of his or him employees, either as a detachable part of
24 the check, draft, or voucher paying the employee’s wages, or separately
25 when wages are paid by personal check or cash, an accurate itemized
26 statement in writing showing (1) gross wages earned, (2) total hours worked
27 by the employee, except for any employee whose compensation is solely
28 based on a salary and who is exempt from payment of overtime under
subdivision (a) of Section 515 or any applicable order of the Industrial
Welfare Commission, (3) the number of piece-rate units earned and any
applicable piece rate if the employee is paid on a piece-rate basis, (4) all
deductions, provided that all deductions made on written orders of the

employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

83. The IWC Wage Orders also establish this requirement. (*See* IWC Wage Order 7-2001(7)).

84. Labor Code § 226(e) provides:

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

Plaintiff seeks to recover damages, costs, and attorneys' fees under this section.

85. Defendant does not provide timely, accurate itemized wage statements to Plaintiff and putative Class members in accordance with Labor Code § 226(a) and the IWC Wage Orders. The wage statements Defendant provides to employees, including Plaintiff and putative Class members, do not accurately reflect the premium pay to which they are entitled to for missed meal and rest breaks, the actual hours worked, the actual gross wages earned, the actual net wages earned, and the actual hourly rate(s).

86. As a proximate result of the aforementioned violations, Defendant is liable to Plaintiff and putative Class members alleged herein for the amounts described, with interest thereon, in an amount according to proof at time of trial. Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below, pursuant to Labor Code § 226(e).

87. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

SIXTH CAUSE OF ACTION
Waiting Time Penalties
Pursuant to Labor Code §§ 201-203

(Against All Defendants – on Behalf of the Class)

88. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

89. Defendant does not provide Plaintiff and putative Class members with their wages when due under California law after their employment with Defendant ends.

90. Labor Code § 201 provides: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

91. Labor Code § 202(a) provides:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

92. Labor Code § 203(a) provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

93. Some of the putative Class members, including Plaintiff, left their employment with Defendant during the statutory period, at which time Defendant owed them unpaid wages. These earned, but unpaid, wages derive from time spent working for the benefit of Defendant which went unrecorded and/or uncompensated.

94. Defendant willfully refused and continues to refuse to pay Plaintiff and putative Class members all the wages that were due and owed to them upon the end of their employment, in the form of wages owed for uncompensated and/or off-the-clock work, as well as meal and rest period premium pay and unpaid overtime. As a result of Defendant’s actions, Plaintiff and putative Class members have suffered and continue to suffer substantial losses, including lost earnings, and interest.

95. Defendant’s willful failure to pay Plaintiff and putative Class members the wages due and owing to them constitutes a violation of Labor Code §§ 201-202. As a result, Defendant is

1 liable to Plaintiff and putative Class members for all penalties owing pursuant to Labor Code
2 §§ 201-203.

3 96. Labor Code § 203 provides that an employee's wages will continue as a penalty up
4 to thirty days from the time the wages were due. Therefore, Plaintiff and putative Class members
5 are entitled to such penalties pursuant to Labor Code § 203, plus interest.

6 97. As a proximate result of the aforementioned violations, Defendant is liable to Plaintiff
7 and putative Class members alleged herein for the amounts described, with interest thereon, in an
8 amount according to proof at time of trial.

9 98. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

10 **SEVENTH CAUSE OF ACTION**

11 **Unlawful Business Practices**

12 **Pursuant to California Business and Professions Code §§ 17200, *et seq.***

13 **(Against All Defendants – on Behalf of the Class)**

14 99. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 100. Business and Professions Code §§ 17200 (the "UCL") prohibits unfair competition
17 in the form of any unlawful, unfair or fraudulent business acts or practices.

18 101. Business and Professions Code § 17204 allows a person injured by the unfair business
19 acts or practices to prosecute a civil action for violation of the UCL.

20 102. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce
21 minimum labor standards in order to ensure employees are not required to work under substandard
22 and unlawful conditions, and to protect employers who comply with the law from those who attempt
23 to gain competitive advantage at the expense of their workers by failing to comply with minimum
24 labor standards.

25 103. Beginning at an exact date unknown to Plaintiff, but at least since the date four years
26 prior to the filing of this suit, Defendant has committed acts of unfair competition as defined by the
27 UCL by engaging in the unlawful, unfair and fraudulent business acts and practices described in
28 this Complaint, including, but not limited to:

- a. violations of Labor Code §§ 226.7 and 512 and IWC Wage Orders pertaining to meal and rest breaks;
- b. violations of Labor Code §§ 200, 204, 1194, and 1198 and IWC Wage Orders pertaining to the payment of wages for all hours worked;
- c. violations of Labor Code §§ 1182.11, 1182.12, 1194.2, and 1197 and IWC Wage Orders pertaining to minimum wage;
- d. violations of Labor Code § 510 and IWC Wage Orders pertaining to overtime;
- e. violations of Labor Code § 226 regarding accurate, timely itemized wage statements; and
- f. violations of Labor Code §§ 201-203.

104. The violations of these laws and regulations, as well as of the fundamental California public policies protecting wages, serve as unlawful predicate acts and practices for purposes of Business and Professions Code §§ 17200 *et seq.*

105. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code §§ 17200, *et seq.* Among other things, the acts and practices have taken from Plaintiff and putative Class members wages rightfully earned by them, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

106. Business and Professions Code § 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating the unlawful, unfair and fraudulent business acts and practices alleged above.

107. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and putative Class members have suffered a loss of money and property, in the form of unpaid wages which are due and payable to them.

108. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property which may have been acquired by means of such unfair

1 competition. Plaintiff and putative Class members are entitled to restitution pursuant to Business
2 and Professions Code §17203 for all wages and payments unlawfully withheld from employees
3 during the four-year period prior to the filing of this Complaint. Plaintiff's success in this action
4 will enforce important rights affecting the public interest and, in that regard, Plaintiff sues on behalf
5 of himself as well as others similarly situated. Plaintiff and putative Class members seek and are
6 entitled to unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing
7 to them.

8 109. Plaintiff herein takes it upon himself to enforce these laws and lawful claims. There
9 is a financial burden involved in pursuing this action, the action is seeking to vindicate a public
10 right, and it would be against the interests of justice to penalize Plaintiff by forcing him to pay
11 attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code
12 of Civil Procedure §1021.5 and otherwise.

13 110. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

14 **EIGHTH CAUSE OF ACTION**
15 **Penalties Pursuant to Labor Code § 2699(a)**
16 **(Against All Defendants – on Behalf of the State of California and all Aggrieved Employees)**

17 111. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set
18 forth herein.

19 112. Labor Code § 2699(a) provides:

20 Notwithstanding any other provision of law, any provision of this code that
21 provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency or any of its departments, divisions,
23 commissions, boards, agencies or employees, for a violation of this code,
24 may, as an alternative, be recovered through a civil action brought by an
25 aggrieved employee on behalf of himself or herself and other current or
26 former employees.

27 113. Labor § 203 provides, in relevant part:

28 If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
continue as a penalty from the due date thereof at the same rate until paid
or until an action therefore is commenced; but the wages shall not continue
for more than 30 days.

114. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

115. Labor Code § 1198 provides:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

116. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203. Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code § 203, as prayed for herein.

117. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e). Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code § 226(e), as prayed for herein.

118. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure

1 by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees compliant meal and
2 rest periods in compliance with Labor Code § 512.

3 119. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
4 by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees suitable seating in
5 compliance with Labor Code § 1198.

6 120. Plaintiff also seeks civil penalties pursuant to Labor Code § 2802 for each failure by
7 Defendant, alleged above, to reimburse and indemnify Plaintiff and Aggrieved Employees for all
8 necessary expenditures and losses by Aggrieved Employees in direct consequence of the discharge
9 of their duties.

10 121. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each violation
11 of Labor Code § 510, alleged above, as well as any provision regulating hours and days of work in
12 any order of the IWC.

13 122. Plaintiff also seeks civil penalties pursuant to Sections 225.5, 226.3, and 256 of the
14 California Labor Code.

15 123. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
16 Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. Sixty-
17 five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
18 administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

19 124. Plaintiff seeks the aforementioned penalties on behalf of the State, other aggrieved
20 employees, and himself as set forth in Labor Code § 2699(g)(i).

21 125. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
23 award of attorneys’ fees and costs as set forth below.

24 126. Wherefore, Plaintiff requests relief as hereinafter provided.

25
26 **NINTH CAUSE OF ACTION**
27 **Penalties Pursuant to Labor Code § 2699(f)**
(Against All Defendants – on Behalf of the State of California and all Aggrieved Employees)

28 127. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set

1 forth herein.

2 128. Labor Code § 2699(f) provides:

3 For all provisions of this code except those for which a civil penalty is
4 specifically provided, there is established a civil penalty for a violation of
5 these provisions, as follows: . . . (2) If, at the time of the alleged violation,
6 the person employs one or more employees, the civil penalty is one hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial
violation and two hundred dollars (\$200) for each aggrieved employee per
pay period for each subsequent violation.

8 129. To the extent than any violation alleged herein does not carry penalties under Labor
9 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and
10 Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established
11 by Labor Code § 2699(f).

12 130. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA
13 with notice of his intention to file this claim. Sixty-five calendar days have passed without notice
14 from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action
15 in compliance with § 2699.3(a).

16 131. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
17 Employees, and themselves as set forth in Labor Code § 2699(g)(i).

18 132. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
19 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
20 award of attorneys' fees and costs as set forth below.

21 133. Wherefore, Plaintiff requests relief as hereinafter provided.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for relief as follows:

- 24 a) Damages and restitution according to proof at trial for all unpaid wages and other injuries,
25 with interest thereon, as provided by the California Labor Code and other laws of the State
26 of California;
- 27 b) For a declaratory judgment that Defendant has violated the California Labor Code, the
28 laws of the State of California, and California public policy as alleged herein;

- 1 c) For a declaratory judgment that Defendant has violated California Business and
2 Professions Code §§ 17200 *et seq.*, as a result of the aforementioned violations of the
3 California Labor Code and of California public policy protecting wages;
- 4 d) For an equitable accounting to identify, locate, and restore to all current and former
5 employees the wages they are due, with interest thereon;
- 6 e) For an order awarding Plaintiff and the Class members compensatory damages, including
7 lost wages, earnings, liquidated damages, and other employee benefits, restitution,
8 recovery of all money, actual damages, and all other sums of money owed to Plaintiff and
9 Class members, together with interest on these amounts, according to proof;
- 10 f) For an order awarding Plaintiff and Class members civil penalties pursuant to the
11 California Labor Code and the laws of the State of California, with interest thereon;
- 12 g) For an award of reasonable attorneys' fees as provided by the California Labor Code,
13 California Code of Civil Procedure § 1021.5, the laws of the State of California, and/or
14 other applicable law;
- 15 h) For all costs of suit;
- 16 i) For such other and further relief as this Court deems just and proper.

17
18 Dated: October 8, 2021

Respectfully submitted,

19 

20 Carolyn Hunt Cottrell
21 David C. Leimbach
22 Brett D. Watson
23 SCHNEIDER WALLACE
COTTRELL KONECKY LLP

24 Attorneys for Plaintiff, the Putative Class, the State of
25 California and all Aggrieved Employees
26
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28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled
3 to a jury.

4
5 Dated: October 8, 2021

Respectfully submitted,

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7 

8 Carolyn Hunt Cottrell
9 David C. Leimbach
10 Brett D. Watson
11 SCHNEIDER WALLACE
12 COTTRELL KONECKY LLP

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Attorneys for Plaintiff, the Putative Class, the State of
California and all Aggrieved Employees