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8 SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF MONTEREY

9 **20CV001443**

10 RENE LOPEZ and GELACIO LOPEZ on
11 behalf of a class of similarly situated
individuals and the State of California,

12 Plaintiffs,

13 vs.
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15 DIAMOND HARVESTERS, CORP., a
California Corporation; SAMUEL JR. RUBIO,
16 an individual; and DOES 1 through 20,

17 Defendants.
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**CLASS ACTION AND PAGA
COMPLAINT FOR:**

1. Wage Statement and Record Keeping Violations (Labor Code §§ 226, 1174 et al);
2. Failure to Provide Reimbursement for Necessary Business Expenditures (Cal. Lab. Code § 2802);
3. Violation of UCL (Bus. & Prof. Code §§ 17200 et seq.); and
4. PAGA - Labor Code § 2699 *et seq.*

DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. Plaintiffs RENE LOPEZ and GELACIO LOPEZ, (hereinafter "PLAINTIFFS") bring this action against DIAMOND HARVESTERS, CORP., a California Corporation; SAMUEL JR. RUBIO, an individual; and DOES 1 through 20 (collectively "DEFENDANTS") for failure to provide accurate wage statements, failure to reimburse employees for necessary business expenditures, and violation of unfair competition law.

2. The allegations in this complaint are made on the basis of PLAINTIFFS' personal knowledge, and on information and belief based on a reasonable investigation under the circumstances.

3. As a result of the violations described herein, PLAINTIFFS bring this class action on behalf of a Class of non-exempt workers employed by Defendant DIAMOND HARVESTERS, CORP. ("DIAMOND HARVESTERS") in California.

4. PLAINTIFFS' California Private Attorney General Act, Labor Code §§ 2698 et seq. ("PAGA") claim is brought as an enforcement action on behalf of the state for penalties and other remedies on behalf of the State of California and current and former employees as expressly permitted by that statute. All PAGA administrative requirements will have been met for this purpose prior to service of the instant amended complaint.

II. JURISDICTION AND VENUE

5. This case is subject to the jurisdiction of this court pursuant to the California Labor Code, California Business and Professions Code, and California Code of Civil Procedure. DEFENDANTS are entities, partnerships, businesses and persons who reside and/or conduct business in the State of California.

6. Venue is proper in this judicial district because DEFENDANTS conduct business in Monterey County, California. In addition, venue in Monterey County is proper because many of DEFENDANTS' alleged violations arose in Monterey County.

III. PARTIES

PLAINTIFF

7. PLAINTIFFS are individuals residing in California who were employed by Defendant

1 DIAMOND HARVESTERS as non-exempt employees in Monterey County, California.
2 PLAINTIFFS worked for Defendant DIAMOND HARVESTERS during the class period.
3 PLAINTIFFS were employed by Defendant DIAMOND HARVESTERS within all times relevant
4 and were denied proper compensation for all hours worked, and proper rest and meal periods.
5 PLAINTIFFS have suffered injuries in fact and loss of property as a result of DEFENDANTS'
6 conduct described in this Complaint and are aggrieved employees.

7 8. Plaintiff RENE LOPEZ is an individual residing in Monterey County. During the
8 relevant time period, Plaintiff RENE LOPEZ was employed by Defendant DIAMOND
9 HARVESTERS as a non-exempt employee at several growers in Monterey, California. Plaintiff
10 RENE LOPEZ was employed from approximately December 2019 to on or about January 2020. At
11 all relevant times herein, Plaintiff RENE LOPEZ was an aggrieved employee who was subjected
12 to the violations and unlawful policies described herein.

13 9. Plaintiff GELACIO LOPEZ is an individual and a resident of Monterey County. During
14 the class period, Plaintiff GELACIO LOPEZ was employed by Defendant DIAMOND
15 HARVESTERS as a non-exempt employee at several growers in Monterey, California. Plaintiff
16 GELACIO LOPEZ was employed from approximately December 2019 to on or about January
17 2020. At all relevant times herein, Plaintiff GELACIO LOPEZ was an aggrieved employee who
18 was subjected to the violations and unlawful policies described herein.

19 10. On information and belief, PLAINTIFFS, purported Class members, and other current
20 and former employees of Defendant DIAMOND HARVESTERS were regularly subjected to, or
21 had personal knowledge of, the violations described in this Complaint and/or the allegations
22 contained herein made on information and belief based upon investigation of counsel. Each
23 member of the purported class and other current or former employees of DEFENDANTS are
24 therefore witnesses to the allegations of this Complaint.

25 **DEFENDANTS**

26 11. The following allegations as to DEFENDANTS are made on information and belief,
27 and are likely to have evidentiary support after a reasonable opportunity for further investigation or
28 discovery.

1 12. At all times relevant, Defendant DIAMOND HARVESTERS is a California
2 Corporation located in Mendota, California. Defendant DIAMOND HARVESTERS is a farm
3 labor contractor that employs agricultural workers to work for growers in California, including in
4 and around Monterey County. At the core of Defendant DIAMOND HARVESTERS' violations
5 are: failing to provide accurate wage statements, and failing to reimburse non-exempt employees
6 for necessary business expenses.

7 13. SAMUEL JR. RUBIO ("RUBIO") was, on information and belief, the Chief Executive
8 Officer, Secretary, and Chief Financial Officer of DIAMOND HARVESTERS during the relevant
9 time period, and was in charge of making major corporate decisions and managing the operations
10 of the corporation during the relevant time period. As such, he was on notice, whether actual or
11 constructive, of all of the violations described above, and failed to prevent or address them.
12 RUBIO controlled and caused the violations at issue here either by making illegal policies,
13 implementing illegal policies, or failing to correct illegal policies.

14 14. The true names and capacities of defendants named as DOE 1 through DOE 20,
15 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this complaint, setting
16 forth the true names and capacities of these fictitious defendants when they are ascertained.
17 PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious
18 defendants has participated in the acts alleged in this complaint to have been done by the named
19 DEFENDANTS.

20 15. Defendants were employers or joint employers of PLAINTIFFS, are liable as
21 employers under California Labor Code § 558.1, and/or are liable for penalties under PAGA as
22 persons acting on behalf of the employer who caused violations under California Labor Code §
23 558(a).

24 16. On information and belief, PLAINTIFFS further assert that the damages herein alleged
25 were actually and proximately caused by each DEFENDANT'S conduct.

26 **IV. FACTUAL ALLEGATIONS**

27 17. For significantly longer than four years prior to the filing of this action and through to
28 the present, DEFENDANTS have maintained and enforced unlawful labor policies against

1 employees. The claims of this lawsuit spring from a pattern of employer misconduct; requiring
2 employees to purchase equipment necessary for work without reimbursement, and failing to
3 provide accurate wage statements.

4 18. DEFENDANTS paid PLAINTIFFS and the Class in cash, and provided them with
5 paystubs which showed only the name of Defendant DIAMOND HARVESTERS (incorrectly
6 spelled as Di5mond Harvesters, and leaving out “Corp.”), the address of Defendant DIAMOND
7 HARVESTERS, the corresponding employee’s name, the amount paid, and the date that payment
8 was rendered. The rest of the information required to be provided to an employee under California
9 law was missing from employee paystubs.

10 19. DEFENDANTS failed to provide equipment necessary for employees to discharge their
11 employment duties. For example, PLAINTIFFS and, on information and belief, other members of
12 the Class they seek to represent, were required to buy their own equipment, including but not
13 limited to scissors, sharpeners, oils, scissor blades, safety glasses, and gloves for work, and were
14 not duly reimbursed.

15 20. On information and belief, DEFENDANTS were on notice of the improprieties alleged
16 herein by their employees, and intentionally refused to rectify their unlawful policies. By their
17 conduct, DEFENDANTS make clear that they were and/or are intentionally and maliciously
18 subverting California labor laws, resulting in loss of property to PLAINTIFFS and other current or
19 former employees of DEFENDANTS that occurs as a result of DEFENDANTS’ unlawful policies.
20 DEFENDANTS’ failure to reimburse employees for out-of-pocket expenses, and failure to provide
21 compliant wage statements to employees in addition to the other violations alleged above, during
22 all relevant times herein was intentional, willful, and deliberate.

23 21. PLAINTIFFS, on behalf of themselves and all other non-exempt employees employed
24 by, or formerly employed by DEFENDANTS, bring this action pursuant to California Labor Code
25 §§ 226, 1174, 2802, 2699 *et seq.*, and Business & Professions Code §§ 17200 *et seq.* seeking
26 statutory penalties, liquidated damages, declaratory, injunctive and other equitable relief,
27 reasonable attorneys’ fees and costs of suit, interest, restitution, and disgorgement of all profits or
28 benefits retained by DEFENDANTS as a result of their failure to comply with the above laws.

22. DEFENDANTS have failed to comply with California Labor Code § 226(a) by failing to provide accurate itemized wage statements to PLAINTIFFS and the members of the proposed class. PLAINTIFFS and Class Members are therefore entitled to statutory penalties not to exceed \$4,000 for each employee pursuant to Labor Code § 226(e).

V. CLASS ALLEGATIONS

23. PLAINTIFFS bring this action on behalf of themselves and all others pursuant to Section 382 of the California Code of Civil Procedure, on the basis that there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable. PLAINTIFFS seek to represent the following Class:

All non-exempt workers employed by Diamond Harvesters, Corp. at any time between four years prior to the filing of the original complaint in this action and the final disposition of this action.

24. On information and belief, the injury and loss of money to Class Members is substantial and exceeds the minimum jurisdiction of this Court. PLAINTIFFS and the Class were regularly subjected to the policy violations described in this Complaint. On information and belief, the legal and factual issues are common to the Class and affect all Class Members. PLAINTIFFS reserve the right to amend or modify the class description with greater specificity or further division into subclasses, as well as to limit the class or subclasses to particular issues, as warranted.

A. Numerosity

25. The potential members of the Class as defined are so numerous that joinder of all of them is impracticable. While the precise number of Class Members has not been determined at this time, PLAINTIFFS are informed and believe that the Class is comprised of more than 100 individuals.

26. On information and belief, PLAINTIFFS allege that Defendant DIAMOND HARVESTERS' employment records will provide information as to the number and locations of Class Members.

B. Commonality & Predominance

27. There are questions of law and fact that are common to the Class and predominate over

1 individualized questions. These common questions of law and fact include, without limitation:

- 2 a. Whether DEFENDANTS violated Labor Code section 226, the applicable
3 IWC Wage Order, and/or public policy by maintaining a policy or practice
4 of failing to state accurately the total hours worked, the overtime hours, the
5 applicable rates of pay, and the gross pay and net pay in employee wage
6 statements;
- 7 b. Whether DEFENDANTS violated the Labor Code, the applicable IWC
8 Wage Order, and/or public policy by enforcing a policy or practice of
9 refusing to indemnify non-exempt employees for necessary business
10 expenses;
- 11 c. Whether DEFENDANTS violated Sections 17200, et seq. of the Business
12 and Professions Code by the actions alleged in this complaint;
- 13 d. Whether PLAINTIFFS and other Class Members are entitled to damages,
14 restitution, statutory penalties, declaratory, injunctive and declaratory relief,
15 attorneys' fees, interest, and costs, and other relief pursuant to the California
16 Labor Code and Wage Orders, and Business and Professions Code §§
17 17200, et seq.

18 There are no individualized factual or legal issues for the court to resolve other than the
19 application of a formula to calculate each Class Members' damages.

20 **VI. CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED WAGE
23 STATEMENT PROVISIONS**

24 **(Cal. Lab. Code § 226)**

25 **ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

26 28. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

27 29. California Labor Code § 226(a) requires that employees be provided accurate
28 itemized wage statements containing gross and net wages earned, total hours worked, the number
of piece-rates units earned and applicable piece rate and applicable wage rates, all deductions, the

1 inclusive dates of the period for which the employee is paid, the last four digits of the employee's
2 social security number or an employee identification number other than a social security number,
3 the name and address of the legal entity that secured the services of the employer, and all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee.

6 30. PLAINTIFFS and, on information and belief, other current or former employees
7 were not provided "accurate itemized wage statements", as their wage statements lacked gross and
8 net wages earned, total hours worked, the number of piece-rates units earned and applicable piece
9 rate and applicable wage rates, all deductions, the inclusive dates of the period for which the
10 employee is paid, the last four digits of the employee's social security number or an employee
11 identification number other than a social security number, the name and address of the legal entity
12 that secured the services of the employer, and all applicable hourly rates in effect during the pay
13 period and the corresponding number of hours worked at each hourly rate by the employee.

14 31. California Labor Code § 226(e) and (g) provide that employees may recover fifty
15 dollars (\$50) for an initial violation and one hundred dollars (\$100) thereafter up to four thousand
16 dollars (\$4,000), and costs and reasonable attorney's fees for violating the obligation to provide a
17 proper, itemized wage statement. Additionally, an employee may seek injunctive relief to ensure
18 compliance with this requirement under the UCL.

19 32. DEFENDANTS failed to comply with Labor Code § 226 as a result of the wage
20 violations and timekeeping violations described above. These violations apply to PLAINTIFFS
21 and, on information and belief, other current or former employees. By failing to comply with the
22 Labor Code § 226, DEFENDANTS have injured PLAINTIFFS within the meaning of the statute,
23 entitling PLAINTIFFS to relief. DEFENDANTS also failed to maintain records, in particular,
24 maintain records of correct overtime rates, correct hours worked, and correct wages earned.

25 33. Under Labor Code § 558.1, any natural person who is an owner, director, officer, or
26 managing agent of an employer, acting on behalf of the employer, who violates or causes to be
27 violated any provision regulating minimum wages or hours and days of work in any order of the
28 Industrial Welfare Commission, or violates, or causes to be violated, Labor Code §§ 203, 226,

226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. Therefore, Defendant RUBIO is liable for the violations herein alleged.

34. WHEREFORE, PLAINTIFFS seek relief against DEFENDANTS as described herein and below, including penalties in an amount to be determined at trial, injunctive relief, cost of suit and attorney's fees.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REIMBURSEMENT FOR NECESSARY BUSINESS
EXPENDITURES
(Cal. Lab. Code § 2802)
ALL PLAINTIFFS AGAINST ALL DEFENDANTS

35. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

36. Labor Code § 2802 required Defendants to indemnify PLAINTIFFS and the Class they seek to represent for all necessary expenditures or losses incurred by these employees in direct consequence of the discharge of their duties.

37. DEFENDANTS failed to provide to PLAINTIFFS and the Class they seek to represent with all supplies that were necessary to perform their duties as directed by DEFENDANTS and further failed to indemnify PLAINTIFFS and the Class for all necessary expenditures and losses incurred by PLAINTIFFS and the Class for the benefit of DEFENDANTS and to their detriment. As a result, many Class members were required to supply all their own equipment, including but not limited to scissors, sharpeners, oils, scissor blades, safety glasses, and gloves. DEFENDANTS did not reimburse PLAINTIFFS and the Class for said expenses.

38. As a direct and proximate cause of the failure of DEFENDANTS to indemnify employees, the Class incurred out of pocket expenses and suffered a loss of wages in an amount to be proven at trial.

39. Under Labor Code § 558.1, any natural person who is an owner, director, officer, or managing agent of an employer, acting on behalf of the employer, who violates or causes to be violated any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Labor Code §§ 203, 226,

226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. Therefore, Defendant RUBIO is liable for the violations herein alleged.

40. Wherefore, PLAINTIFF and the Class request relief as described herein and below.

THIRD CAUSE OF ACTION

UNFAIR AND UNLAWFUL ACTS IN VIOLATION OF UNFAIR COMPETITION LAW
(California Bus. & Prof. Code §§ 17200 et seq.)

ALL PLAINTIFFS AGAINST DEFENDANT DIAMOND HARVESTERS

41. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

42. On information and belief, and at all relevant times, PLAINTIFFS allege that Defendant DIAMOND HARVESTERS, by and through policies and practices, engaged in unlawful activity prohibited by Business and Professions Code §§ 17200, et seq., including the following:

- a. failing to provide accurate itemized wage statements stating all hours worked, all applicable pay rates, or all gross and net wages earned, in violation of state law; and
- b. Failing to indemnify employees for necessary business expenses in violation of Labor Code § 2802 and the IWC Wage Orders;

43. The actions of Defendant DIAMOND HARVESTERS as alleged herein constitute false, fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and Professions Code §§ 17200 et seq. PLAINTIFFS have suffered injury in fact and have lost money or property as a result of such unfair competition.

44. PLAINTIFFS are entitled to an injunction and other equitable relief against Defendant DIAMOND HARVESTERS for such unlawful practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

45. As a result of the unlawful acts of Defendant DIAMOND HARVESTERS and described herein, Defendant DIAMOND HARVESTERS has reaped and continue to reap unfair benefits and unlawful profits at the expense of PLAINTIFFS and the class they seek to represent. Defendant DIAMOND HARVESTERS should be enjoined from this activity and made to disgorge

1 the ill-gotten gains and restore to PLAINTIFFS and the Class wrongfully withheld reimbursement,
2 pursuant to Business and Professions Code § 17203, as well as to enforce penalty provisions
3 pursuant to § 17202.

4 46. PLAINTIFFS are informed and believes, and thereon allege, that Defendant
5 DIAMOND HARVESTERS has been and continue to be unjustly enriched through false,
6 fraudulent, unlawful, unfair, and deceptive business practices as alleged throughout this
7 Complaint. PLAINTIFFS are and have been prejudiced by the unfair trade practices of Defendant
8 DIAMOND HARVESTERS.

9 47. As a direct and proximate result of the unfair business practices of Defendant
10 DIAMOND HARVESTERS, PLAINTIFFS and the Class are entitled to equitable and injunctive
11 relief from Defendant DIAMOND HARVESTERS, including full restitution, and enjoinder of
12 Defendant DIAMOND HARVESTERS to cease and desist from engaging in the practices
13 described herein.

14 48. As a direct and proximate result of the unfair business practices of Defendant
15 DIAMOND HARVESTERS, PLAINTIFFS are entitled, in accordance with Business and
16 Professions Code § 17202, to enforcement of penalties resulting from the business acts and
17 practices described herein, and entitled to enjoinder of Defendant DIAMOND HARVESTERS to
18 cease and desist from engaging in the practices described herein.

19 49. On information and belief, the unlawful conduct alleged herein is continuing, and
20 there is no indication that Defendant DIAMOND HARVESTERS will cease such activity.
21 PLAINTIFFS allege that if Defendant DIAMOND HARVESTERS are not enjoined from the
22 conduct set forth in this Complaint, Defendant DIAMOND HARVESTERS will continue the
23 practice of failing to properly reimburse employees for necessary business expenses and provide
24 accurate wage statements.

25 50. Wherefore, PLAINTIFFS request relief against Defendant DIAMOND
26 HARVESTERS as described herein and below and as deemed just and proper by this Court.
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FOURTH CLAIM FOR RELIEF
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(Cal. Lab. Code §§ 2698 ET SEQ., § 558)
ALL PLAINTIFFS AGAINST ALL DEFENDANTS

51. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

52. PLAINTIFFS bring this claim on behalf of the State of California for Labor Code violations against themselves and other current and former employees, as expressly authorized by the California Private Attorneys General Act of 2004, Labor Code §§ 2699 et seq. ("PAGA"). PAGA is an enforcement action that empowers an aggrieved employee to seek penalties on behalf of the State, without the need to certify a class. For purposes of this claim only, therefore, PLAINTIFFS bring this claim to enforce the rights of themselves and other current and former employees and need not comply with Class Action Certification.

53. PLAINTIFFS are aggrieved employees as defined in Labor Code §2699(a). They bring this cause on behalf of the state of California for labor law violations against themselves and other current or former employees.

54. The pre-lawsuit notice requirements set forth in Labor Code § 2699.3 have been initiated by written notice by certified mail to all Defendants and to the Labor and Workforce Development Agency, detailing the Labor Code and IWC Wage Order violations averred herein. The waiting requirements have been completed prior to service of the complaint.

55. PLAINTIFFS seek civil penalties as provided under applicable Labor Code sections for violations of the Labor Code alleged herein pursuant to Labor Code § 2699(a). To the extent that any violation alleged herein does not carry a penalty, PLAINTIFFS seek civil penalties pursuant to Labor Code § 2699(f) for PLAINTIFFS, other current or former employees, and the State for each pay period in which they were aggrieved, in the amounts established by Labor Code § 2699.

56. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred 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.

57. PLAINTIFFS seek civil penalties due from all DEFENDANTS on behalf of themselves, other aggrieved employees and the State, as provided by Labor Code § 2699(i).

58. DEFENDANTS are liable as employers or persons acting on behalf of the employer(s) pursuant to Labor Code § 558. DEFENDANTS created, authorized, implemented and/or enforced the practices that violate the law and/or caused the violations complained of herein. DEFENDANTS are therefore liable for penalties and wages pursuant to Labor Code § 558, 1197.1, 2699(f), and other provisions of the labor code .

59. DEFENDANTS are liable to PLAINTIFFS and “other current or former employees and the state” for the civil penalties arising from the violations alleged in this Complaint. PLAINTIFFS are also entitled to an award of attorneys’ fees and costs as set forth below.

60. PLAINTIFFS are aggrieved by DEFENDANTS' labor and payroll practices that:

- a. Fail to provide accurate itemized wage statements to employees;
- b. fail to reimburse employees for necessary business expenses;

61. WHEREFORE, PLAINTIFFS request relief as described herein and below

VII. PRAYER

Wherefore, PLAINTIFFS pray for judgment as follows:

62. For all remedies as provided by the above statutes and related provisions;

63. For wages pursuant to the remedy provisions of the above stated California Labor Code provisions,

64. For penalties and interest as provided by the California Labor Code.

65. For such other and further relief as the Court deems just and proper pursuant to the procedures detailed in Labor Code §§ 2698 et seq.

66. For all provisions of the Labor code violated as described above except those for which a civil penalty is specifically provided, a civil penalty of one hundred 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.

1 67. Pursuant to PAGA, for all provisions of the Labor code violated as described above
2 for which a civil penalty is specifically provided, civil penalties for each aggrieved employee as
3 specifically provided by statute.

4 68. For all other relief available under PAGA including fees and costs.

5 69. For attorney's fees and costs pursuant to the California Labor Code, third party
6 contracts and/or local wage ordinances;

7 70. For any other remedies provided by third party contracts and/or local wage
8 ordinances;

9 71. For an award of post-judgment interest as authorized under the law;

10 72. For restitution to PLAINTIFFS and the Class in amounts to be proven at trial, for
11 the violation of Business and Professions Code section 17200, et. seq.;

12 73. For an award of a preliminary and permanent injunction ordering DEFENDANTS
13 to cease the unlawful and unfair business practices as herein alleged;

14 74. For an award of injunctive relief ordering DEFENDANTS to comply with Labor
15 Code § 226(e), plus attorney's fees and costs.

16 75. For a permanent injunction enjoining DEFENDANTS, their officers, successors,
17 assigns, and all persons in active concert or participation with it, from engaging in retaliation
18 against employees for participating in a protected activity;

19 76. For such other relief as this Court deems just and proper.

20 **DEMAND FOR JURY TRIAL**

21 PLAINTIFFS hereby demand trial of their claims by jury to the extent authorized by law.
22

23 Dated: May 18, 2020

MALLISON & MARTINEZ

24 By: /s/ Leanna M. Sac

25 Stan Mallison

26 Hector Martinez

27 Leanna Marie Sac

28 Attorneys for Plaintiff