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Superior Court of California
County of Los Angeles

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA RAZO VIVEROS and REYES
SEGURA, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MISSION PRODUCE, INC., a California
corporation; and DOES 1 through 100,

Defendants.

CASE NO. _____

20STCV15737

CLASS ACTION COMPLAINT:

- (1) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Maria Razo Viveros and Reyes Segura (“Plaintiffs”), on behalf of themselves
2 and all others similarly situated, hereby bring this Class Action Complaint (“Complaint”) against
3 Defendants Mission Produce, Inc., a California corporation; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
7 this Complaint for recovery of unpaid wages and penalties under California Business and
8 Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516,
9 558, 1182.12, 1194, 1194.2, 1197, 1198, and Industrial Welfare Commission Wage Order 8
10 (“Wage Order 8”), in addition to seeking injunctive relief, declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. The monetary
12 damages and restitution sought by Plaintiffs exceed the minimal jurisdictional limits of the
13 Superior Court and will be established according to proof at trial.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code Civ. Proc. §§ 395(a)
16 and 395.5, as at least some of the acts and omissions complained of herein occurred in Los
17 Angeles County. Defendants own, maintain offices, transact business, have an agent(s) within
18 Los Angeles County, and/or otherwise are found within Los Angeles County, and Defendants are
19 within this Court’s jurisdiction for purposes of service of process.

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of 18. At all relevant times herein, Plaintiffs
22 were, and currently are, California residents. Within the statute of limitations periods applicable
23 to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
24 employees. Plaintiffs were, and are, victims of Defendants’ policies and practices complained of
25 herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor
26 Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, California
27 Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 8,
28 which sets employment standards for the industries handling products after harvest.

1 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
2 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
3 continue to do) business processing avocados for distribution and employed Plaintiffs and/or
4 other, similarly-situated non-exempt employees the State of California and, therefore, were (and
5 are) doing business in the State of California.

6 5. Plaintiffs does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names. Plaintiffs will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiffs are
10 informed, believe, and based thereon allege that each of said fictitious defendants, whether
11 individual, partner, or corporate, was responsible in some manner for the acts and omissions
12 alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 16) to
13 be subject to the unlawful employment practices, wrongs, injuries and damages complained of
14 herein.

15 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
28 members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff Maria Razo Viveros was employed by Defendants as a non-exempt employee from approximately 2012 until approximately July 16, 2019. Plaintiff Reyes Segura was employed by Defendants as a non-exempt employee during the time period relevant to this action, until approximately July 16, 2019.

10. During Plaintiffs' employment with Defendants, Defendants utilized a timekeeping system which failed to compensate Plaintiffs and other non-exempt employees for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Plaintiffs and other non-exempt employees were required to arrive at work 15-minutes before their scheduled shift began to wait in line before clocking in for their shift, and were instructed that they were not allowed to clock in for their shift prior to 5-minutes before their shift began. However, Defendants did not compensate Plaintiffs or other non-exempt employees for the mandatory time spent waiting in line. Additionally, for at least a portion of the relevant time period, Defendants paid its non-exempt employees in 15-minute increments, and rounded employee timekeeping entries in a manner that, over time, resulted in employees not being paid for all hours worked. The foregoing timekeeping policies and/or practices regularly, systematically, and impermissibly rounded and/or shaved the hours worked by Plaintiffs and other non-exempt employees in Defendants' favor resulting, over a period of time, in the failure to compensate Plaintiffs and other non-exempt employees for all hours worked. As a result, Plaintiffs and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. In addition, Defendants required Plaintiffs and other non-exempt employees to walk to and/or wait in line at time clocks in order to clock out for, and clock back in from, meal periods, but did not compensate them for the mandatory time spent walking to time clocks or waiting in line. Instead, Defendants' written timekeeping policy stated that employees' 30-minute meal period included the time spent walking to the time clock and clocking in and out for meal periods. As a result of these timekeeping policies/practices, Plaintiffs and other non-exempt employees were not paid all wages earned, including minimum and overtime wages.

1 12. Plaintiffs were also not provided with all legally compliant meal periods, due to
2 Defendants' meal period policies/practices which routinely failed to provide Plaintiffs and other
3 non-exempt employees with a duty-free, uninterrupted 30-minute meal period. As noted above,
4 Defendants required Plaintiffs and other non-exempt employees to walk to and wait in line to use
5 the timeclocks to punch in and out for meal periods and therefore, shortened their meal periods
6 such that they routinely did not receive a full 30-minute meal period. In addition, Defendants
7 failed to provide a second 30-minute meal period for shifts worked in excess of 10.0 hours per
8 day. Rather, upon information and belief, Plaintiffs and other non-exempt employees were not
9 provided a second meal period unless their shifts exceeded 14.0 hours in length. In the event that
10 a legally compliant meal period was not in fact provided, Plaintiffs were not always paid the meal
11 period premium required by Labor Code § 226.7.

12 13. Plaintiffs and other non-exempt employees were also not authorized and permitted
13 to take all legally compliant rest periods. Defendants' policy was to provide only two rest periods
14 per day, irrespective of shift length, despite the fact that Plaintiffs and other non-exempt
15 employees occasionally worked shifts in excess of 10.0 hours (where 3 rest periods are required)
16 and/or in excess of 14.0 hours (where 4 rest periods are required). Nor did Defendants pay
17 Plaintiffs any rest period premiums on those workdays when they experienced rest period
18 violations Upon information and belief, during at least a portion of the putative class period,
19 Defendants did not maintain any payroll code or other mechanism for payment of rest period
20 premiums as required by Labor Code § 226.7.

21 14. As a result of Defendants' failure to pay all minimum, regular and overtime wages,
22 as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records
23 and issued inaccurate wage statements to Plaintiffs and other non-exempt employees.

24 15. As a further result of Defendants' failure to pay all minimum, regular and overtime
25 wages and meal and rest period premiums, Defendants failed to timely pay Plaintiffs and other
26 non-exempt employees all wages owed at the time of their separations from employment.

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CLASS ACTION ALLEGATIONS

16. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours in a workday and/or forty hours in a workweek and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift in excess of 5.0 hours, and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.
- d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.
- e. The Wage Statement Class consists of: (i) all members of the Overtime Class, Minimum Wage Class, Meal Period Class and/or Rest Period Class who received a wage statement, during the one year immediately preceding the filing of the Complaint through the present.
- f. The Waiting Time Class consists of Defendants' formerly employed members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, whose employment with Defendants ended during the three years immediately preceding the filing of the Complaint through the present.

1 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes
3 are unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes
4 number greater than one hundred (100) individuals. The identity of such membership is readily
5 ascertainable via inspection of Defendants' employment records.

6 18. **Common Questions of Law and Fact Predominate/Well Defined Community**
7 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
8 situated employees, which predominate over questions affecting only individual members
9 including, without limitation to:

- 10 i. Whether Defendants violated the applicable Labor Code provisions, including, but
11 not limited to, §§ 510 and 1194, by requiring overtime work and not paying for
12 said work according to the overtime laws of the State of California;
- 13 ii. Whether Plaintiffs and members of the Minimum Wage Class were compensated
14 for all hours worked;
- 15 iii. Whether Defendants provided all legally compliant meal periods to members of
16 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 17 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
18 members of the Rest Period Class;
- 19 v. Whether Defendants provided meal or rest period premium payments for non-
20 compliant meal and/or rest periods;
- 21 vi. Whether Defendants furnished legally compliant wage statements to members of
22 the Wage Statement Class pursuant to Labor Code § 226; and
- 23 vii. Whether Defendants' policies and/or practices for the timing and amount of
24 payment of final wages to members of the Waiting Time Class at the time of
25 separation were lawful.

26 19. **Predominance of Common Questions:** Common questions of law and fact
27 predominate over questions that affect only individual members of the Classes. The common
28 questions of law set forth above are numerous and substantial and stem from Defendants' policies

and/or practices applicable to each individual class member, including but not limited to Defendants' uniform timekeeping, meal period, and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were not paid overtime and minimum wages for all hours worked, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed or non-compliant meal and rest periods, were not provided with accurate, itemized wage statements, and/or were deprived of all final wages upon their separation of employment from Defendants.

21. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they

1 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with
2 their vastly superior financial and legal resources. Moreover, requiring each member of the
3 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
4 employees who would be disinclined to file an action against their former and/or current employer
5 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
6 employment. Further, the prosecution of separate actions by the individual class members, even
7 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
8 with respect to the individual class members against Defendants herein; and which would
9 establish potentially incompatible standards of conduct for Defendants; and/or legal
10 determinations with respect to individual class members which would, as a practical matter, be
11 dispositive of the interest of the other class members not parties to adjudications or which would
12 substantially impair or impede the ability of the class members to protect their interests. Further,
13 individual Class members' claims are not sufficiently large to warrant vigorous individual
14 prosecution considering the concomitant costs and expenses attending thereto. Thus, the Classes
15 identified in Paragraph 16 are maintainable as a class under Code of Civil Procedure § 382.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY ALL OVERTIME WAGES**

18 **(AGAINST ALL DEFENDANTS)**

19 23. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
21 1198, which provide that non-exempt employees are entitled to all overtime wages and
22 compensation for all overtime hours worked and provide a private right of action for the failure
23 to pay all overtime compensation for overtime work performed.

24 25. At all times relevant herein, Defendants were required to properly compensate
25 non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime
26 hours worked pursuant to California Labor Code § 1194 and Wage Order 8. Wage Order 8, § 3
27 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
28 rate of pay" for work in excess of 8 hours in a workday and/or in excess of 40 hours of work in a

workweek, and for the first 8 hours worked on the 7th consecutive day of a workweek; and “double the employee’s regular rate of pay” for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek. Defendants caused Plaintiffs and Overtime Class members to work overtime hours, but did not credit Plaintiffs or members of the Overtime Class with all overtime hours actually worked, and did not compensate Plaintiffs or members of the Overtime Class at one and one-half times (or two times, in the case of double-time hours) their regular rates of pay for such hours.

25. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

26. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

27. Wage Order 8, § 4 and Cal. Labor Code §§ 1197 and 1182.12 establish employees’ right to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants’ control and/or suffered or permitted to work under the Labor Code and Wage Order 8.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay

1 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
2 amount equal to the wages due and interest thereon.

3 29. As a direct and proximate result of Defendants' unlawful conduct as alleged
4 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but
5 not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are
6 entitled to recover economic and statutory damages and penalties and other appropriate relief as
7 a result of Defendants' violations of the California Labor Code and Wage Order 8.

8 30. Defendants' practice and uniform administration of corporate policy regarding
9 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
10 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
11 liquidated damages, including interest thereon, statutory penalties, attorneys' fees, and costs of
12 suit per Labor Code §§ 204, 218.6, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure §
13 1021.5.

14 **THIRD CAUSE OF ACTION**

15 **MEAL PERIOD VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

17 31. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

18 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 failed in their affirmative obligation to provide all of their non-exempt employees in California,
20 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal
21 periods in accordance with the mandates of the California Labor Code and Wage Order 8, § 11.
22 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and
23 members of the Meal Period Class at their respective regular rates of pay, in accordance with
24 California Labor Code §§ 204, 210, 226.7, and 512 and Wage Order 8, § 11.

25 33. As a result, Defendants are responsible for paying premium compensation for meal
26 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 8, including interest
27 thereon, statutory penalties, civil penalties, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 34. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 35. Wage Order 8, § 12 and Labor Code §§ 226.7 and 516 establish the right of
6 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
7 period worked, or major fraction thereof.

8 36. As alleged herein, Defendants failed to authorize and permit Plaintiffs and
9 members of the Rest Period Class to take all required rest periods.

10 37. The foregoing violations create an entitlement to recovery by Plaintiffs and
11 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
12 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
13 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289, and Wage Order 8, § 12.

14 **FIFTH CAUSE OF ACTION**

15 **WAGE STATEMENT VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

17 38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

18 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
20 and members of the Wage Statement Class with complete and accurate wage statements with
21 respect to their hours worked, total gross wages earned, all rates of pay, hours worked at each rate
22 of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

23 40. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement
24 Class with complete and accurate itemized wage statements resulted in injury, as said failures led
25 to, among other things, the non-payment of all their overtime and minimum wages, meal period
26 premium wages, and rest period premium wages, and deprived them of the information necessary
27 to identify the discrepancies in Defendants' reported data.

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1 41. Defendants' failures create an entitlement to recovery by Plaintiffs and members
2 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
3 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
4 costs of suit according to California Labor Code § 226 *et seq.*

5 **SIXTH CAUSE OF ACTION**

6 **WAITING TIME PENALTIES**

7 **(AGAINST ALL DEFENDANTS)**

8 42. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

9 43. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
10 an employer to pay all wages immediately at the time of termination of employment in the event
11 the employer discharges the employee or the employee provides at least 72 hours of notice of
12 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
13 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
14 employee's last date of employment.

15 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
17 at their termination, including, among other things, minimum and overtime wages and meal and
18 rest period premium wages.

19 45. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
21 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
22 to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was
23 willful within the meaning of Labor Code § 203.

24 46. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in a continued payment
26 of wages up to thirty days from the time the wages were due. Therefore, Plaintiffs and members
27 of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus
28 reasonable attorneys' fees and costs of suit.

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56. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 1197, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
10. Upon the Seventh Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200 *et seq.*

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1 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
2 Code § 218.6 and Civil Code §§ 3287 and 3289;

3 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
4 §§ 226, 1194, *et seq.*, and Code of Civil Procedure § 1021.5; and

5 13. For such other and further relief the Court may deem just and proper.

6
7 Dated: April 23, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

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9 By:



Paul K. Haines
Attorneys for Plaintiffs

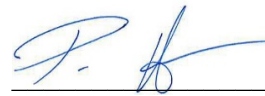
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11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiffs hereby demands a jury trial with respect to all issues triable by jury.

14
15 Dated: April 23, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

16
17 By:



Paul K. Haines
Attorneys for Plaintiffs