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Superior Court of California
County of Los Angeles

JUN 15 2020

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Alvarez, Deputy

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

CRISTINA MARTINEZ, as individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

MARUKAI CORPORATION, a Hawaii
Corporation; and DOES 1 through 100,

Defendants.

Case No.: 20STCV13862

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (2) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (3) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226 *et seq.*);
- (4) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203); and
- (5) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200 *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Cristina Martinez (hereinafter “Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Marukai Corporation, a Hawaii Corporation; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*,
9 and Industrial Welfare Commission Wage Order 8 (“Wage Order 8”), in addition to seeking
10 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as non-exempt
25 employees. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*, and Business & Professions Code §
28 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 8, which sets employment standards

1 for the industries handling products after harvest.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business by selling and handling food products after harvest, and employed
5 Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County and the
6 state of California and, therefore, were (and are) doing business in Los Angeles County and the
7 State of California.

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

16 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

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

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff was employed by Defendants as a non-exempt employee in Defendants'
4 San Diego storefront from approximately 2015 until approximately April 17, 2019 when she was
5 terminated by Defendants. However, upon information and belief, Defendants headquarters are
6 located in Los Angeles.

7 10. Plaintiff was not authorized and permitted to take all required and legally-
8 compliant rest periods due to Defendants' rest period policies/practices. Specifically, Plaintiff
9 was not always authorized and permitted to take all legally compliant rest periods of a net ten
10 minutes. Upon information and belief, Defendants required non-exempt employees to clock-in
11 and out for rest periods. However, Plaintiff and other non-exempt employees were required to
12 work through their 10-minute rest period even after punching in and out for rest periods and/or
13 recorded short rest periods (i.e., less than 10 net minutes of rest), due to the demand of their job
14 responsibilities. As a result, Defendants failed to relinquish control over Plaintiff during their rest
15 periods and dictated how they spent at least a portion of their 10-minute rest period, and therefore
16 failed to authorize and permit 10 minutes of "net rest time," in compliance with California law.
17 On those occasions when Plaintiff was not provided with all legally-required and compliant rest
18 periods to which she was entitled, Defendants failed to compensate Plaintiff with the required rest
19 period premium for each workday in which she experienced a rest period violation as mandated
20 by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative
21 class period, Defendants maintained no payroll code for paying rest period premiums under Labor
22 Code § 226.7.

23 11. Plaintiff was not provided with all legally compliant meal periods due to
24 Defendants' meal period policies/practices which routinely failed to provide Plaintiff and other
25 non-exempt employees with a duty-free, uninterrupted 30-minute meal period commencing
26 before the end of the fifth hour of work. Specifically, Plaintiff and other non-exempt employees
27 were often provided with a meal period that was less than 30 minutes in duration, due to
28 Defendants requirement that Plaintiff and other non-exempt employees return to work to attend

1 to their duties before their meal period was completed. In the event that a legally compliant meal
2 period was not in fact provided, Plaintiff was not paid the meal period premium required by Labor
3 Code § 226.7.

4 12. As a result of Defendants' failure to pay meal and rest period premium wages,
5 Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff,
6 and failed to timely pay all final wages to Plaintiff upon her separation of employment from
7 Defendants.

8 **CLASS ACTION ALLEGATIONS**

9 13. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
10 following Classes pursuant to § 382 of the Code of Civil Procedure:

11 a. The Rest Period Class consists of all Defendants' current and former non-exempt
12 employees in California who worked a shift in excess of 3.5 hours, during the four
13 years immediately preceding the filing of the Complaint through the present.

14 b. The Meal Period Class consists of all of Defendants' current and former non-
15 exempt employees in California who worked at least one shift in excess of 5.0
16 hours, during the four years immediately preceding the filing of the Complaint
17 through the present.

18 c. The Wage Statement Class consists of all members of the Rest Period Class and/or
19 Meal Period Class who received a wage statement, during the one year
20 immediately preceding the filing of the Complaint through the present.

21 d. The Waiting Time Class consists of all formerly employed members of the Rest
22 Period Class and/or Meal Period Class who separated their employment from
23 Defendants, during the three years immediately preceding the filing of the
24 Complaint through the present.

25 14. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be unfeasible and not practicable. The membership of the Classes
27 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
28 number greater than one hundred (100) individuals. The identity of such membership is readily

ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- iv. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were unlawful.

16. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform meal 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.

17. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not authorized and permitted to take all legally-compliant rest periods, was not provided all required meal periods, did not receive accurate, itemized wage statements, and did not receive all final wages owed upon her separation of employment from Defendants.

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

7 19. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
16 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
17 their vastly superior financial and legal resources. Moreover, requiring each member of the
18 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
19 employees who would be disinclined to file an action against their former and/or current employer
20 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
21 employment. Further, the prosecution of separate actions by the individual class members, even
22 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would
24 establish potentially incompatible standards of conduct for Defendants; and/or legal
25 determinations with respect to individual class members which would, as a practical matter, be
26 dispositive of the interest of the other class members not parties to adjudications or which would
27 substantially impair or impede the ability of the class members to protect their interests. Further,
28 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous

individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 13 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

20. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21. Wage Order 8, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

22. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required and legally-compliant rest periods.

23. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 8, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

26. As a result, Defendants are responsible for paying premium compensation for meal

period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 8, including interest thereon, statutory penalties, civil penalties, and costs of suit.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their total gross wages earned, total net wages earned, and meal and rest period premium wages earned in violation of Labor Code § 226 *et seq.*

29. Defendants' failure in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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

1 employee's last date of employment.

2 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
4 at the time of their separation which include, among other things, meal and rest period premium
5 wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of
6 uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time
7 Class all earned wages at the end of employment in a timely manner pursuant to the requirements
8 of Labor Code §§ 201-203. Defendants' failure to pay all wages was willful within the meaning
9 of Labor Code § 203.

10 34. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
11 Time Class their earned wages upon separation from employment results in a continued payment
12 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
13 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
14 plus reasonable attorneys' fees and costs of suit.

15 **FIFTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(AGAINST ALL DEFENDANTS)**

18 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 36. Defendants have engaged and continue to engage in unfair and/or unlawful
20 business practices in California in violation of California Business and Professions Code § 17200
21 *et seq.*, by failing to provide all required meal periods and authorize and permit all required rest
22 periods, or pay premium payments for missed or non-compliant meal and rest periods, failing to
23 issue accurate and itemized wage statements, and failing to pay all final wages owed to employees
24 upon their separation from employment with Defendants.

25 37. Defendants' utilization of these unfair and/or unlawful business practices deprived
26 Plaintiff and continues to deprive members of the Classes of compensation to which they are
27 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
28 over Defendants' competitors who have been and/or are currently employing workers and

attempting to do so in honest compliance with applicable wage and hour laws.

38. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

39. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

40. Plaintiff was 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. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

41. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for

those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 558;
- c. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- d. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

42. On April 10, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 41 (a)-(f). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

43. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between April 10, 2019, and the present.

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself 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 Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff 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 §§ 226.7, 516, and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Class 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 and Professions Code § 17200 *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and

2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 41 (a)-(f);

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

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 2699(g), and Code of Civil Procedure § 1021.5; and

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

Dated: June 15, 2020

Respectfully submitted,
HAINES LAW GROUP, APC
By: 
Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: June 15, 2020

Respectfully submitted,
HAINES LAW GROUP, APC
By: 
Paul K. Haines
Attorneys for Plaintiff