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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EDITH GUTIERREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DELTRONIC CORPORATION, a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: 30-2020-01139890-CU-OE-CXC

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Edith Gutierrez (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 Defendants Deltronic Corporation, a California Corporation, and DOES 1
4 to 100, inclusive (collectively “Defendants”), and on information and belief alleges 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 Labor Code sections 201-203, 226
8 *et seq.*, 226.7, 512, 516, 558 and 2698 *et seq.*, California Business and Professions Code section
9 17200 *et. seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition
10 to seeking declaratory relief and restitution. This Complaint is brought pursuant to California
11 Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of
12 the California Labor Code because the amount in controversy exceeds this Court's jurisdictional
13 minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure sections 395(a) and 395.5, as Defendants own, maintain offices, transact business,
17 have an agent or agents within the County of Orange, and/or otherwise are found within the
18 County of Orange, and Defendants are within the jurisdiction of this Court for purposes of service
19 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 and lived in the County of Orange. During the
23 four years immediately preceding the filing of the Complaint in this action and within the statute
24 of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by
25 Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies
26 and/or practices complained of herein, lost money and/or property, and has been deprived of the
27 rights guaranteed by Labor Code sections 201-203, 226 *et seq.*, 226.7, 512, 516, 558, and 2698 *et*
28 *seq.*, California Business and Professions Code section 17200 *et. seq.*, and Wage Order 1, which

1 sets employment standards for the manufacturing industry.

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 operating a metal component manufacturing business, and, therefore,
5 were (and are) doing business in Orange County and the State of California.

6 5. Plaintiff 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, and Plaintiff will seek leave from this Court to
9 further amend this Complaint when such true names and capacities are discovered. Plaintiff is
10 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
11 individual, partners, or corporate, were responsible in some manner for the acts and omissions
12 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject
13 to the unlawful employment practices, wrongs, injuries and damages complained of herein.

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

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

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

28 ///

GENERAL FACTUAL ALLEGATIONS

9. Defendants operate a manufacturing business that creates metal components to be used in the aerospace, aviation, military, medical, and electrical industries. Plaintiff worked for Defendants as a non-exempt “Machine Operator,” or similarly titled position, from approximately May 18, 2003 to May 10, 2019. Plaintiff’s primary job duties included polishing metal parts, as well as grinding and machining the metal parts through the manufacturing process. Plaintiff regularly worked 10-hour shifts Monday through Thursday, 8-hour shifts on Friday, and 6-hour shifts on Saturdays. Throughout Plaintiff’s employment, Defendants failed to record Plaintiff’s and other non-exempt employees’ meal periods.

10. Defendants failed to provide Plaintiff and other non-exempt employees with all meal periods to which they were legally entitled. Specifically, when Plaintiff and other non-exempt employees worked shifts in excess of 10.0 hours, they were not provided with any second meal periods. Additionally, during Plaintiff’s Saturday work shifts, Defendants failed to provide Plaintiff with timely, uninterrupted, duty-free 30-minute meal periods commencing before the end of fifth hour of work. Instead, Defendants provided Plaintiff with a single 20-minute break. Despite Defendants’ failure to provide Plaintiff and other non-exempt employees with all lawful meal periods to which they were entitled, Defendants failed to compensate these employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code section 226.7. Plaintiff is also unaware whether she was compensated for the 20-minute breaks or not. To the extent Defendants did *not* compensate Plaintiff for these 20-minute breaks, Defendants thereby failed to authorize and permit Plaintiff to take any paid rest periods during Saturday shifts.

11. For all shifts, Defendants maintained unlawful rest period policies/practices that failed to authorize and permit Plaintiff to take all duty-free 10-minute rest periods for every four hours worked, or major fraction thereof. Specifically, Defendants required Plaintiff to clock-out for her rest period if she wanted to leave the premises, thereby obligating Plaintiff to remain on the premises during her rest periods, in violation of *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 (holding that during rest periods “employees must not only be relieved of work

1 duties, but also be freed from employer control over how they spend their time.”). Despite
2 Defendants’ failure to authorize and permit Plaintiff and other non-exempt to take all legally-
3 compliant rest periods to which they are entitled, Defendants failed to compensate these employees
4 with the required rest period premiums for each workday in which they experienced a rest period
5 violation as mandated by Labor Code section 226.7.

6 12. Upon information and belief, during at least a portion of the relevant time period,
7 Defendants maintained no payroll code or other mechanism for the payment of meal and/or rest
8 period premium payments under Labor Code section 226.7.

9 13. As a result of Defendants failure to pay all meal and rest period premium wages,
10 Defendants failed to timely pay Plaintiff and other non-exempt employees all wages owed at the
11 time of their respective separations from employment, maintained inaccurate payroll records and
12 issued inaccurate wage statements in violation of Labor Code section 226. Defendants also
13 issued facially deficient wage statements that failed to include the rates of pay for overtime
14 compensation and combined regular and overtime wages into a single lump sum.

15 **CLASS ACTION ALLEGATIONS**

16 14. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
17 following Classes pursuant to section 382 of the Code of Civil Procedure:

- 18 a. The Meal Period Class consists of all Defendants’ current and former non-exempt
19 employees in California who: (i) worked at least one shift in excess of 10.0 hours
20 without a recorded second meal period of at least 30-minutes beginning prior to
21 the end of the tenth hour of work; and/or (ii) worked at least one shift in excess of
22 5.0 hours on a Saturday, during the four years immediately preceding the filing of
23 this action through the present.
- 24 b. The Rest Period Class consists of all Defendants’ current and former non-exempt
25 employees in California who: (i) worked a shift in excess of 3.5 hours; and/or (ii)
26 worked a shift on Saturday without a paid rest period, during the four years
27 immediately preceding the filing of this action through the present.

c. The Wage Statement Class consists of: (i) all members of the Meal Period Class and/or Rest Period Class; and/or (ii) all of Defendants' current and former non-exempt employees in California who received a wage statement that failed to list the rate of pay for overtime compensation, during the one year immediately preceding the filing of this action through the present.

d. The Waiting Time Class consists of all members of the Meal Period Class and/or Rest Period Class who separated their employment with Defendants, during the three years immediately preceding the filing of this action through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than sixty (60) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **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 to:

- i. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- iii. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226; and
- v. Whether Defendants paid all compensation due upon separation to members of the Waiting Time Class pursuant to Labor Code sections 201-203.

17. **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/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.

18. **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 action. As alleged herein, Plaintiff, like the members of the Classes, was not provided all required meal periods, was not authorized and permitted to take compliant rest periods, was not provided with accurate, itemized wage statements, and did not receive all final wages owed at the time of her separation of employment.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's 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.

20. **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 Plaintiff 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 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
14 individual prosecution considering all of the concomitant costs and expenses attending thereto.
15 As such, the Classes (as defined herein) are maintainable as a Class under section 382 of the Code
16 of Civil Procedure.

17 **FIRST CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

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

21 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed in their affirmative obligation to provide all of their non-exempt employees in California,
23 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
24 in accordance with the mandates of the California Labor Code and Wage Order 1, section 11, for
25 the reasons set forth in the factual allegations and class definitions sections of this Complaint.
26 Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to
27 Plaintiff and members of the Meal Period Class for each violation in accordance with California
28 Labor Code sections 226.7 and 512.

1 23. As a result, Defendants are responsible for paying premium compensation for meal
2 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
3 pursuant to Labor Code sections 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure
4 section 1021.5.

5 **SECOND CAUSE OF ACTION**

6 **REST PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

9 25. Wage Order 1, section 12 and Labor Code sections 226.7 and 516 establish the
10 right of employees to be provided with a rest period of at least ten (10) minutes for each four (4)
11 hour period worked, or major fraction thereof.

12 26. As alleged herein, and due to Defendants' unlawful rest period policies and/or
13 practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period
14 Class to take compliant rest periods to which they were legally entitled. Despite Defendants'
15 violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members
16 of the Rest Period Class at their respective regular rates of pay for each violation, as required by
17 California Labor Code section 226.7.

18 27. The foregoing violations create an entitlement to recovery by Plaintiff and
19 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
20 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
21 to Labor Code sections 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure section
22 1021.5.

23 **THIRD CAUSE OF ACTION**

24 **WAGE STATEMENT VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff

1 and members of the Wage Statement Class with complete and accurate wage statements that
2 included, among other requirements, all meal and rest period premium wages owed, and the rates
3 of pay for all overtime compensation, in violation of Labor Code section 226 *et seq.*

4 30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
5 with complete and accurate itemized wage statements resulted in actual injury, as said failures led
6 to, among other things, the non-payment of all meal and rest period premium wages owed, and
7 deprived them of the information necessary to identify the discrepancies in Defendants' reported
8 data.

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

13 **FOURTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(AGAINST ALL DEFENDANTS)**

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

17 33. This cause of action is brought pursuant to Labor Code sections 201-203, which
18 require an employer to pay all wages earned immediately at the time of separation of employment
19 in the event the employer discharges the employee, or if the employee provides at least 72 hours
20 of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice
21 of his/her intent to quit, said employee's wages become due and payable not later than 72 hours
22 upon said employee's last date of employment.

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
25 at the time of their separation including, among other things, underpaid minimum and overtime
26 wages owed, and meal and rest period premium wages. Further, Plaintiff is informed and
27 believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants
28 continue to fail to pay members of the Waiting Time Class all earned wages at the end of

1 employment in a timely manner pursuant to the requirements of Labor Code sections 201-203.
2 Defendants' failure to pay all final wages was willful within the meaning of Labor Code section
3 203.

4 35. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
5 Time Class all earned wages upon separation from employment results in a continued payment
6 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
7 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code section
8 203, plus reasonable attorneys' fees and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(AGAINST ALL DEFENDANTS)**

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

13 37. Defendants have engaged and continue to engage in unfair and/or unlawful
14 business practices in California in violation of California Business and Professions Code section
15 17200 *et seq.*, by failing to pay Plaintiff and the Classes all required meal period and/or rest period
16 premium payments; knowingly failing to furnish accurate and complete itemized wage statements
17 in violation of Labor Code section 226; and failing to pay all final wages at the time of separation
18 from employment.

19 38. Defendants' utilization of these unfair and/or unlawful business practices deprived
20 Plaintiff and continues to deprive members of the Classes of compensation to which they are
21 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
22 over Defendants' competitors who have been and/or are currently employing workers and
23 attempting to do so in honest compliance with applicable wage and hour laws.

24 39. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
25 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
26 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
27 and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and
28 17208.

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

3 41. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
5 of Defendants' current non-exempt employees, and to enforce important rights affecting the
6 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
7 which he is entitled to recover under Code of Civil Procedure section 1021.5.

8 **SIXTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(AGAINST ALL DEFENDANTS)**

11 42. Plaintiff re-alleges and incorporated by reference all previous paragraphs.

12 43. Defendants have committed several Labor Code violations against Plaintiff,
13 members of the Classes, and other aggrieved employees. Plaintiff, as an "aggrieved employee"
14 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
15 employees, brings this representative action against Defendants to recover the civil penalties due
16 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
17 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
18 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
19 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
20 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
21 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per
22 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
23 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
24 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
25 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
26 subsequent violation per employee per pay period for those violations of the Labor Code for
27 which no civil penalty is specifically provided, based on the following Labor Code violations:
28

- a. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- b. Failing to authorize and permit Plaintiff and other aggrieved employees to take all required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- c. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- d. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- e. Failing to pay Plaintiff and other aggrieved employees all wages earned 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 and 1198.

44. On or around April 3, 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 43 (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 his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

45. 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-

1 exempt employees who worked for Defendants in California between April 3, 2019 and the
2 present.

3 46. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect her interests and the interests of other aggrieved piece rate employees, and to assess and
5 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
6 costs, which she is entitled to recover under California Labor Code § 2699.

7 **PRAYER**

8 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
9 this suit is brought against Defendants, as follows:

- 10 1. For an order certifying the proposed Classes;
- 11 2. For an order appointing Plaintiff as representative of the Classes;
- 12 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 13 4. Upon the First Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code sections 226.7, 512, and 558;
- 15 5. Upon the Second Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code sections 226.7, 516, and 558;
- 17 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code
18 section 226 *et. seq.*;
- 19 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
20 Labor Code sections 201-203;
- 21 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
22 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
23 practices declared by this Court to be in violation of Business and Professions Code section 17200
24 *et seq.*;
- 25 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
26 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
27 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
28 to pay each employee and \$200.00 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 \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$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 (5) \$100.00 for each initial violation and \$200.00 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 violations of Labor Code sections identified in Paragraph 43 (a)-(f) above

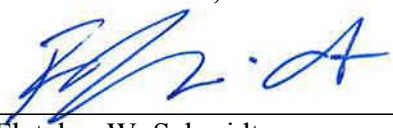
10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code section 218.6 and Civil Code sections 3287 and 3289;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code sections 218.5, 226, and 2698 *et seq.*, and Code of Civil Procedure section 1021.5; and

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

Dated: June 8, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

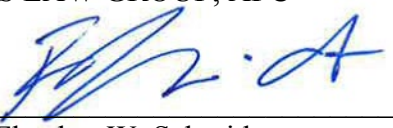
By: 
Fletcher W. Schmidt
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: June 8, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Fletcher W. Schmidt
Attorneys for Plaintiff