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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR COUNTY OF STANISLAUS

NICHOLAS SHEPARD on behalf of himself  
and all others similarly situated

Plaintiff,

vs.

FLOWERS BAKING CO OF MODESTO,  
LLC, a California limited liability company;  
ABM GENERAL SERVICES, INC. a Delaware  
corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**CLASS ACTION COMPLAINT**

- 1) Failure to pay Lawful Wages Owed;**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof;**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof;**
- 4) Failure to Timely Pay Wages;**
- 5) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions;**
- 6) Failure to indemnify employee for expenditures; and**
- 7) Violations of the Unfair Competition Law**

**JURY TRIAL DEMANDED**

Plaintiff NICHOLAS SHEPARD (hereinafter "Plaintiff") on behalf of himself and all others similarly situated assert claims against Defendant FLOWERS BAKING CO OF

MODESTO, LLC; ABM GENERAL SERVICES, INC., and DOES 1 through 50 (hereinafter collectively referred to as "Defendants") as follows:

**I.**

**INTRODUCTION**

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought against Defendants and any subsidiaries and affiliated companies on behalf of Plaintiff and all Non-Exempt Employees employed by Defendants in California to work for Flowers Baking Co who occupied positions of "Splitter", and similar positions (hereinafter "Non-Exempt Employees" or "Class Members")

2. During the liability period, defined as the applicable statute of limitations for each and every cause of action contained herein, Defendants enforced shift schedules, employment policies and practices and/or workload requirements wherein Plaintiff and Non-Exempt Employees were, amongst other statutory violations, not paid all lawful wages owed; not provided compliant rest and meal periods; not provided accurate itemized wage statements; and not paid timely wages at termination.

3. Plaintiff, on behalf of himself and Class Members, bring this action pursuant to Labor Code sections 201-203, 225, 226, 226.7, 510, 512, 558, 1194, 1198, Title 8, Section 11050 and any other applicable Industrial Welfare Commission ("IWC") Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of himself and all Class Members, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants based on Defendants' violations of California Labor Code of Regulations, Title 8, section 11050 *et seq.*

**II.**

**JURISDICTION AND VENUE**

5. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in

1 all causes except those given by statute to other courts. The statutes here do not give  
2 jurisdiction to any other court. The monetary damages and restitution sought by Plaintiffs  
3 exceed the minimum jurisdiction limits of the California Superior Court and will be established  
4 according to proof at trial. Venue is proper to each Defendant pursuant to Code of Civil  
5 Procedure section 395 because they conduct substantial and continuous business activities in  
6 Stanislaus County, California and are within the jurisdiction of this Court for service of process  
7 purposes. Defendants employ numerous Class Members in Modesto, California.

8  
9 **III.**

10 **PARTIES**

11 6. Plaintiff is, and at all times mentioned in this complaint was, a resident of  
12 California.

13 7. Upon information and belief, Plaintiff alleges that Defendants were at all times  
14 mentioned herein licensed and qualified to do business in California. On information and belief,  
15 Plaintiff alleges that at all relevant times referenced herein Defendants did and continue to  
16 transact business throughout California

17 8. The true names and capacities of Defendants, whether individual, corporate,  
18 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to  
19 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure  
20 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the  
21 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful  
22 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the  
23 true names and capacities of the Defendants designated hereinafter as DOES when such identities  
24 become known.

25 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
26 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a  
27 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
28 Defendant are legally attributable to the other Defendants.

1 IV.

2 **FACTUAL BACKGROUND**

3 10. Defendant FLOWERS BAKING CO OF MODESTO, LLC (“Flowers”),  
4 is headquartered in Modesto, California and engaged in baking and distribution of bread and  
5 baked goods through California and United States..

6 11. Defendant ABM GENERAL SERVICES, INC (“ABM”), provides employment  
7 Staffing services to companies in the state of California including Defendant.

8 12. Plaintiff was hired by Defendants on or about September 18, 2016 and worked  
9 until about May 22, 2019. As a Splitter, Plaintiff typically worked 5 days and over 40 hours a  
10 week, at the Modesto “Depot”. “Depots” are where “Splitters” await the trucks from Flowers  
11 Bakery, unload them, and then load the trucks for distribution. As Splitters, Plaintiff and Class  
12 Members are required to perform their job duties at a fast pace and within specific time  
13 constraints.

14 13. During the relevant time frame, Defendants failed to pay all lawful wages owed  
15 including overtime to Plaintiff and Class Members by failing to pay for all hours worked. For  
16 instance, Plaintiff and Class Members were required to clock-in at the start of their shift, for meal  
17 breaks and at the end of their shift via their cellular phone. Due to the demands of work shifts  
18 and threat of disciplinary action, Plaintiff and Class Members would clock-in and clock-out for  
19 the scheduled meal period but actually worked through their meal periods. Plaintiff and Class  
20 Members informed Defendants that they were not able to take meal period breaks despite  
21 clocking out for them. Defendants failed to accurately record such times, and failed to  
22 compensate Plaintiff and Class Members for time spent working “off the clock” and without  
23 compensation during their scheduled meal periods.

24 14. During the liability period, due to the demands of work shifts, Plaintiff and Class  
25 Members were required to work in excess of five (5) hours without being provided an  
26 uninterrupted thirty (30) minute meal period by the end of the fifth hour and were not  
27 compensated one (1) hour of pay at their regular rate of compensation for each workday that a  
28 compliant meal period was not provided.

1           15. During the liability period, due to the demands of work shifts, Plaintiff and Class  
2 Members were at times required to work in excess of ten (10) hours without being provided a  
3 second uninterrupted thirty (30) minute meal period by the end of the fifth hour and were not  
4 compensated one (1) hour of pay at their regular rate of compensation for each workday that a  
5 compliant meal period was not provided. At times, Plaintiff and Class Members worked 12  
6 hours in a shift without a second 30-minute break.

7           16. During the liability period, due to the workload requirements and time constraints  
8 resulting from the demands of work shifts, Plaintiff and Class Members were not permitted to  
9 take a minimum ten (10) minute rest period for every four hours or major fraction thereof  
10 worked. Plaintiff and Class Members were seldom, if at all, provided a rest period. Plaintiff and  
11 Class Members were not compensated one (1) hour of pay at his regular rate of compensation for  
12 each workday that rest periods were not provided, in violation of California labor laws,  
13 regulations, and IWC Wage Orders.

14           17. On information and belief, Defendants willfully failed to pay Non-Exempt  
15 Employees all earned wages in a timely manner; nor have Defendants paid to Non-Exempt  
16 Employees, upon or after termination of their employment, all compensation due, including but  
17 not limited to all wages owed and compensation for having failed to properly provide rest periods  
18 and meal periods.

19           18. Defendants have also failed to maintain accurate itemized records reflecting total  
20 hours worked and have failed to provide Non-Exempt Employees with accurate itemized wage  
21 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

22           19. During the liability period, Plaintiff and Class Members were required to use their  
23 personal cell phones in the performance of their job duties. Specifically, Plaintiff and Class  
24 Members were required to clock in and out for the start and end of their shifts and meal periods.  
25 They were also required to text dispatch to receive information regarding their work shifts.  
26 Plaintiff and Class Members were not reimbursed for the use of their personal phones of their job  
27 duties

28           20. Upon information and belief, Plaintiff alleges that Defendants currently and

1 during the relevant period employ over fifty (50) employees in California in non-exempt hourly  
2 positions as Splitters and/or similar positions

3 21. Non-Exempt Employees employed by Defendants all times pertinent hereto, have  
4 been non-exempt employees within the meaning of the California Labor Code, and the  
5 implementing rules and regulations of the IWC California Wage Orders.

6  
7 **V.**  
8 **CLASS ACTION ALLEGATIONS**

9 22. Plaintiff seeks to represent a Class comprised of and defined as: All persons who  
10 are employed or have been employed by Defendants in the state of California as hourly non  
11 exempt employees to work for Flowers Bakery and who occupied position of “Splitter” and  
12 similar position within four (4) years prior to the date this lawsuit is filed (“liability period”) until  
13 resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

14 23. Plaintiff also seeks to represent Subclasses which are composed persons satisfying  
15 the following definitions:

16 a. All Non-Exempt Employees employed by Defendants in California to  
17 work for Flowers Bakery and who occupied positions of “Splitter” and similar positions within  
18 the statutory liability period and were not accurately and fully paid all lawful wages owed to  
19 them including minimum wages for all hours worked;

20 b. All Non-Exempt Employees employed by Defendants in California to  
21 work for Flowers Bakery and who occupied positions of “Splitter” and similar positions within  
22 the statutory liability period and have not been provided an thirty (30) minute uninterrupted  
23 meal period when they worked over five hours in a work shift by the end of the fifth hour  
24 and/or over 10 hours in a work shift by the end of the tenth hour and were not provided  
25 compensation in lieu thereof.

26 c. All Non-Exempt Employees employed by Defendants in California to  
27 work for Flowers Bakery and who occupied positions of “Splitter” and similar positions within  
28 the statutory liability period and have not been provided a minimum ten (10) minute rest period

1 for every four (4) hours or major fraction thereof worked per day and were not provided  
2 compensation in lieu thereof;

3 d. All Non-Exempt Employees employed by Defendants in California to  
4 work for Flowers Bakery and who occupied positions of “Splitter” and similar positions within  
5 the statutory liability period and were not timely paid all wages due and owed to them upon the  
6 termination of their employment with Defendants; and

7 e. All Non-Exempt Employees employed by Defendants in California to  
8 work for Flowers Bakery and who occupied positions of “Splitter” and similar positions within  
9 the statutory liability period and were not provided with accurate and complete itemized wage  
10 statements.

11 f. All Non-Exempt Employees employed by Defendants in California who  
12 occupied positions of “Splitter” and similar positions within the statutory liability period and  
13 were not indemnified for expenses incurred in direct consequence of the discharge of their  
14 duty.

15 24. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend  
16 or modify the class description with greater specificity or further division into subclasses or  
17 limitation to particular issues.

18 25. This action has been brought and may properly be maintained as a class action  
19 under the provisions of section 382 of the Code of Civil Procedure because there is a well-  
20 defined community of interest in the litigation and the proposed Class is easily ascertainable.

21 **A. Numerosity**

22 26. The potential members of the Class as defined are so numerous that joinder of all  
23 the members of the Class is impracticable. While the precise number of Class Members has not  
24 been determined at this time, Plaintiff is informed and believes that Defendants currently  
25 employ, and/or during the relevant time period employed, approximately over 50 Non-Exempt  
26 Employees in California who are or have been affected by Defendants' unlawful practices as  
27 alleged herein.

1           **B. Commonality**

2           27.     There are questions of law and fact common to the Class predominating over  
3 any questions affecting only individual Class Members. These common questions of law and  
4 fact include, without limitation:

5           i.       Whether Defendants, through their time clock rounding practices and policies  
6 violated Labor Code §§510, 1194 and applicable IWC Wage Orders by failing to pay all  
7 earned wages including overtime compensation to Non-Exempt Employees who  
8 worked in excess of eight (8) hours in a work day and/or more than forty (40) hours in a  
9 work week for time spent under Defendants' control and working "off the clock";

10          ii.       Whether Defendants violated Labor Codes sections 200, 1194, and 1197 and  
11 applicable IWC Wage Orders for failing to pay minimum wages to Non-Exempt  
12 Employees for time spent under Defendants' control and working "off the clock"  
13 without pay;

14          iii.       Whether Defendants violated sections 226.7, 512 of the Labor Code and  
15 applicable IWC Wage Order by failing to provide statutorily compliant thirty (30)  
16 minute meal periods to Non-Exempt Employees on days in which they worked in  
17 excess of five (5) hours and failing to compensate said employees one hour wages in  
18 lieu of meal periods;

19          iv.       Whether Defendants violated Labor Code section 226.7 and applicable IWC  
20 Wage Orders by failing to authorize and permit minimum ten (10) minute rest periods  
21 to Non-Exempt Employees for every four hours or major fraction thereof worked and  
22 failing to compensate said employees one (1) hours wages in lieu of rest periods;

23          v.       Whether Defendants violated sections 201-203 of the Labor Code and  
24 applicable IWC Wage Orders by failing to pay all earned wages and/or premium wages  
25 due and owing at the time that any Non-Exempt Employees' employment with  
26 Defendants terminated;

1 vi. Whether Defendants violated section 2802 of the Labor Code by not  
2 indemnifying Non-Exempt employees for expenses incurred in being required to use  
3 their personal phones in the performance of their job duties; and

4 vii. Whether Defendants violated section 17200 *et seq.* of the Business and  
5 Professions Code through their violation of the above-referenced Labor Code and Civil  
6 Code sections and applicable IWC Wage Orders which violation constitutes a violation  
7 of fundamental public policy.

8 **C. Typicality**

9 27. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff  
10 and all members of the Class sustained injuries and damages arising out of and caused by  
11 Defendants' common course of conduct in violation of California laws, regulations, and statutes  
12 as alleged herein.

13 **D. Adequacy of Representation**

14 28. Plaintiff will fairly and adequately represent and protect the interests of the  
15 members of the Class. Counsel who represents Plaintiff is competent and experienced in  
16 litigating large employment class actions.

17 **E. Superiority of Class Action**

18 29. A class action is superior to other available means for the fair and efficient  
19 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and  
20 questions of law and fact common to the Class predominate over any questions affecting only  
21 individual members of the Class. Each member of the Class has been damaged and is entitled to  
22 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

23 30. Class action treatment will allow those similarly situated persons to litigate their  
24 claims in the manner that is most efficient and economical for the parties and the judicial system.  
25 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this  
26 action that would preclude its maintenance as a class action.

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**VI.**  
**CAUSES OF ACTION**

**First Cause of Action**

Failure to Pay Lawful Wages Owed  
(Lab. Code §§ 510, 1194, IWC Wage Orders)  
(Against All Defendants)

31. Plaintiff repeats and incorporates herein by reference every allegation set forth above, as though fully set forth herein.

32. During the liability period, Defendants implemented a timekeeping practice that drove Non-Exempt Employees to clock-in and clock-out in a manner that resulted in loss of time worked. As a result, Non-Exempt Employees were consistently underpaid and were required to work off the clock and without pay.

33. Defendants' policies, practices and work shift requirements resulted in Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime in violation of California state wage and hour laws.

34. During the liability period, Defendants' policies and/or practices resulted in Non-Exempt Employees working off the clock and in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

35. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off the clock while subject to the control of Defendant all without pay.

36. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of compensation for all earned wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

37. WHEREFORE, Plaintiff, and the Class he seeks to represent, request relief as described herein and below.

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**Second Cause of Action**  
Failure to Provide Lawful Meal Periods  
Or Compensation in Lieu Thereof  
(Lab. Code §§226.7, 512, IWC Wage Orders)  
(Against All Defendants)

38. Plaintiff repeats and incorporates herein by reference every allegation set forth above, as though fully set forth herein.

39. By their failure to provide thirty (30) minute uninterrupted meal periods by the end of the fifth hour for days which Non-Exempt Employees worked in excess of five (5) hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

40. By their failure to provide a second thirty (30) minute uninterrupted meal period by the end of the fifth hour for days which Non-Exempt Employees worked ten (10) hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders

41. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

42. WHEREFORE, Plaintiff, and the Class he seeks to represent, request relief as described herein and below.

**Third Cause of Action**  
Failure to Provide Rest Periods  
Or Compensation in Lieu Thereof  
(Lab. Code §§226.7, IWC Wage Orders)  
(Against All Defendants)

43. Plaintiff repeats and incorporates herein by reference every allegation set forth above, as though fully set forth herein.

44. By their failure to authorize and permit a minimum ten (10) minute rest period for

every four (4) hours or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide compensation for such non-provided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

45. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

46. WHEREFORE, Plaintiff, and the Class he seeks to represent, request relief as described herein and below.

**Fourth Cause of Action**  
Failure to Timely Pay Wages Due At Termination  
Lab. Code §§ 201-203, 227.3, IWC Wage Orders)  
(Against All Defendants)

47. Plaintiff incorporates by reference and realleges every allegation contained above, as though fully set forth herein.

48. Sections 201 and 202 of the California Labor Code require Defendants to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

49. Plaintiff and class members are entitled to compensation for all forms of wages earned, including compensation for non-provided rest and meal periods, but to date have not received such compensation therefore entitling them Labor Code section 203 penalties.

50. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ, and on information and belief, have not received payment pursuant to Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code section 203 for failure to pay legal wages.

1           51.       WHEREFORE, Plaintiff, and the Class he seeks to represent, request relief as  
2 described herein and below.

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4                               **Fifth Cause of Action**  
5                               Knowing and Intentional Failure to Comply With Itemized Employee  
6                               Wage Statement Provisions  
7                               (Lab. Code § 226, IWC Wage Orders)  
8                               (Against All Defendants)

9           52.       Plaintiff repeats and incorporates herein by reference every allegation set forth  
10 above, as though fully set forth herein.

11           53.       Section 226(a) of the California Labor Code requires Defendants to itemize in  
12 wage statements all deductions from payment of wages and to accurately report total hours  
13 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require  
14 Defendants to maintain time records showing, among others, when the employee begins and ends  
15 each work period, meal periods, split shift intervals and total daily hours worked in an itemized  
16 wage statement, and must show all deductions and reimbursements from payment of wages, and  
17 accurately report total hours worked by Plaintiff and the members of the proposed class. On  
18 information and belief, Defendants have failed to record all or some of the items delineated in  
19 Industrial Wage Orders and Labor Code §226.

20           54.       Defendants violated Section 226(a)(2) by failing to provide Plaintiff and class  
21 members with statements of wages that accurately showed the total hours worked by Plaintiff and  
22 the other class members. Defendants violated Section 226(a)(5) by failing to provide Plaintiff  
23 and the class members with statements of wages that accurately showed the net wages earned for  
24 regular hours worked, overtime hours worked. Defendants violated Section 226(a)(9) by failing  
25 to provide Plaintiff and the other class members with statements of wages that accurately showed  
26 the applicable hourly rates in effect during the pay period and the corresponding number of hours  
27 worked at each hourly rate.  
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1           55. Plaintiff and Class Members have been injured by Defendants' actions by rendering  
2 them unaware of the full compensation to which they were entitled under applicable provisions  
3 of the California Labor Code and applicable IWC Wage Orders.

4           56. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a  
5 maximum of \$4,000.00 each for record-keeping violations.

6           57. WHEREFORE, Plaintiff, and the Class he seeks to represent, request relief as  
7 described herein and below.

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9                                   **Sixth Cause of Action**  
10                                  Failure to Indemnify Employees for Expenditures  
11                                   (Lab. Code § 2802)  
12                                   (Against All Defendants)

13           58. Plaintiff repeats and incorporates herein by reference each and every allegation  
14 set forth above, as though fully set forth herein.

15           59. As set forth above, Section 2802 of the California Labor Code requires  
16 Defendants to indemnify employees for all necessary expenditures incurred in direct consequence  
17 of the discharge of his duties.

18           60. Defendants violated Section 2802 by, among other things, failing to indemnify  
19 Plaintiff and Class Members for expenditures incurred for using personal cellular phone in the  
20 performance of job duties.

21           61. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to  
22 represent have incurred expenditures in amounts to be determined at trial.

23           62. WHEREFORE, Plaintiff, and the Class he seeks to represent, request relief as  
24 described herein and below.

25                                   **Seventh Cause of Action**  
26                                  Violation of Unfair Competition Law  
27                                   (Bus. & Prof. Code, §§ 17200-17208)  
28                                   (Against All Defendants)

          63. Business & Professions Code Section 17200 provides:

1 As used in this chapter, unfair competition shall mean and include any **unlawful**,  
2 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or  
3 misleading advertising and any act prohibited by Chapter 1 (commencing with  
4 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)  
(Emphasis added.)

5 64. Defendants' violations of the Labor Code and Wage Order provisions set forth above  
6 constitute unlawful and/or unfair business acts or practices.

7 65. The actions of Defendants, as alleged within this Complaint, constitute false,  
8 fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business  
9 and Professions Code section 17200, *et seq.*

10 66. Plaintiff and Class Members have been personally aggrieved by Defendants'  
11 unlawful and unfair business acts and practices alleged herein.

12 67. As a direct and proximate result of the unfair business practices of Defendants, and  
13 each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled  
14 to restitution of all wages which have been unlawfully withheld from Plaintiff and members of  
15 the Plaintiff Class as a result of the business acts and practices described herein.

16 68. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as  
17 described herein and below.

## 18 VII.

### 19 PRAYER

20 WHEREFORE, Plaintiff prays for judgment as follows:

- 21 1. That the Court determine that this action may be maintained as a class action;
- 22 2. For compensatory damages in an amount according to proof with interest thereon;
- 23 3. For economic and/or special damages in an amount according to proof with interest  
24 thereon;
- 25 4. For premium wages pursuant to Labor Code §§226.7 and 512;
- 26 5. For premium pay and penalties pursuant to Labor Code §§203, 226;
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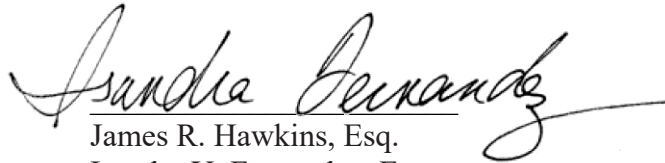
- 1 6. For attorneys' fees, interests and costs of suit under Labor Code §§226, 1194 and  
2 2802; and  
3 7. For such other and further relief as the Court deems just and proper.  
4

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.  
7

8 **Dated: April 27, 2020**

**JAMES HAWKINS, APLC**

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10 James R. Hawkins, Esq.

11 Isandra Y. Fernandez, Esq.

12 Attorneys for Plaintiff

13 NICHOLAS SHEPARD  
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