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ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 27 2020

Attorneys for Plaintiff, ANGELICA GARCIA
on behalf of herself and all others similarly situated

Sherri K. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

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

ANGELICA GARCIA, on behalf of herself and
all others similarly situated

Plaintiff,

vs.

I COLOR PRINTING & MAILING, INC., a
California corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. **20STCV16093**

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages
- 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 Reimburse Employee
Expenses
- 5) Failure to Timely Pay Wages
- 6) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions
- 7) Violations of the Unfair Competition
Law

JURY TRIAL DEMANDED

1 Plaintiff, ANGELICA GARCIA on behalf of herself and all others similarly situated
2 assert claims against Defendant I COLOR PRINTING & MAILING, INC., and DOES 1 through
3 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant I COLOR PRINTING & MAILING, INC. and any subsidiaries and affiliated
8 companies (hereinafter "I COLOR" or "Defendants") on behalf of Plaintiff ANGELICA
9 GARCIA (hereinafter "Plaintiff") and all employees not classified as "Exempt" or primarily
10 employed in executive, professional, or administrative capacities, employed by, or formerly
11 employed by I COLOR in California. (hereinafter referred to as "Non-Exempt Employees"
12 and/or "Class Members").

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

20 3. Plaintiff brings this class action on behalf of herself and all similarly situated
21 employees not classified as "Exempt" or primarily employed in executive, professional, or
22 administrative capacities, employed by, or formerly employed by Defendants in California.
23 (hereinafter referred to as "Non-Exempt Employees" and/or "Class Members").

24 4. Plaintiff on behalf of herself and Class Members, bring this action pursuant to
25 Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, 2802 Title 8, Section
26 11010 and any other applicable Industrial Welfare Commission ("IWC") Wage Orders, seeking
27 unpaid lawful wages, unpaid rest and meal period compensation, expense reimbursement,
28 penalties and other equitable relief, and reasonable attorneys' fees and costs.

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5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous business in Los Angeles County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Los Angeles County, California.

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6. Plaintiff is, and at all times mentioned in this complaint was, a resident of Los Angeles County, California.

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

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

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

1 IV.

2 **FACTUAL BACKGROUND**

3 10. Defendant I COLOR is a California corporation engaged in the operations of a
4 commercial print facility which provides commercial printing, packaging and mailing services.

5 11. Plaintiff was employed by Defendants as a packager from on or about May
6 2018 through on or about December 5, 2019. During her employment with I COLOR, Plaintiff
7 occupied said non- exempt, hourly position packaging boxes.

8 12. During the relevant time period, Defendants implemented a timekeeping policy
9 and practice for Employees which rounded their clock-in and clock-out times in a manner that
10 resulted in a loss of time worked. Plaintiff and Class Members arrived several minutes before
11 the start of their shifts and formed a line to clock in. Defendants originally used a punch card
12 system, which subsequently was changed to a facial recognition system to clock in. Plaintiff
13 and Class Members clocked in several minutes *before* the start of their shift and the clock was
14 rounded to their actual scheduled time of entry. As a result, Plaintiff and Class Members were
15 consistently underpaid and were required to work off the clock and without pay, including for
16 overtime wages they did not receive.

17 13. During the relevant time period, Defendants failed to pay proper overtime
18 compensation when Non Exempt Employees worked in excess of eight (8) hours in a workday
19 and/or forty (40) hours in a workweek at the rate of time and one-half (1 1/2) of such
20 employee's regular rate of pay and/or in excess of twelve (12) hours in a workday at the rate of
21 double the employees' regular rate of pay.

22 14. During the relevant time period, due to the work load requirements and time
23 constraints imposed by Defendants during each shift, Plaintiff and Class Members were
24 required to work in excess of five (5) hours without a minimum, uninterrupted thirty (30)
25 minute meal period and/ or in excess of ten (10) hours without a second minimum
26 uninterrupted 30 minute meal period and were not compensated one (1) hour of pay at their
27 regular rate of compensation for each workday that a compliant meal period was not provided,
28 in violation of California labor laws, regulations and IWC Wage Order.

1 15. During the relevant time period, Plaintiff Garcia, and Class Members were not
2 able to take a full 30 minute meal period during the shifts in which they worked in excess of 5
3 hours. Further, Plaintiff and similarly situated Class Members were not provided a second 30
4 minute meal period when they worked shifts in excess of ten (10) hours.

5 16. Upon information and belief, Defendants automatically deducted 30 minutes for
6 meal breaks regardless of whether or not Plaintiff and Class Members were able to take a full
7 30 minute meal break during their work shifts.

8 17. Due to the workload requirements and time constraints imposed by Defendants,
9 Plaintiff and similarly situated Class Members were frequently required to work without being
10 permitted or authorized a minimum ten (10) minute rest period for every four hours or major
11 fraction thereof. Specifically, during their work shifts, Plaintiff and Class Members were only
12 allowed to take one twenty (20) minute break. Defendants unlawfully combined two 10 minute
13 rest breaks Further, Plaintiff and Class Members were not authorized or permitted to take a
14 third, ten (10) minute rest break when they worked shifts over ten hours. Plaintiff and Class
15 Members were not compensated one (1) hour of pay at their regular rate of compensation for
16 each workday that a compliant rest period was not provided, in violation of California labor
17 laws, regulations, and IWC Wage Orders.

18 18. As Non Exempt Employees, Plaintiff Garcia and similarly situated Class
19 Members were required to use their personal tools, including gloves and box cutters, in the
20 performance of their job duties, as well as the use of their cellphones to discuss work related
21 matters, for which they did not receive reimbursement from Defendants.

22 19. On information and belief, Defendants willfully failed to pay all earned wages in
23 a timely manner to Non Exempt Employees; nor have Defendants paid to Plaintiff and
24 similarly situated Non Exempt Employees, upon or after termination of their employment with
25 Defendants, all compensation due, including but not limited to all wages owed and
26 compensation for having failed to properly provide rest periods and meal periods.

27 20. Defendants have also failed to maintain accurate itemized records reflecting
28 total hours worked and have failed to provide Non Exempt Employees with accurate, itemized

1 wage statements reflecting total hours worked and appropriate rates of pay for those hours
2 worked.

3 21. Plaintiff is informed and believes, and based thereon allege, that Defendants
4 currently employ and during the relevant period have employed over one hundred (100)
5 employees in the State of California in non-exempt hourly positions.

6 22. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
7 have been non-exempt employees within the meaning of the California Labor Code, and the
8 implementing rules and regulations of the IWC California Wage Orders.

9 **V.**

10 **CLASS ACTION ALLEGATIONS**

11 23. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
12 are or were employed by Defendants in the state of California to work for I COLOR, as hourly
13 non-exempt employees, within four (4) years prior to the date this lawsuit is filed (“liability
14 period”) until resolution of this lawsuit (collectively referred to as the “Non Exempt Class
15 Members”).

16 24. Plaintiff also seeks to represent Subclasses which are composed of persons
17 satisfying the following definitions:

18 a. All persons who are or were employed by Defendants in the state of
19 California to work for I COLOR, as hourly non-exempt employees who, within the liability
20 period, were not accurately and fully paid all lawful wages owed to them including proper
21 overtime compensation for all their hours worked;

22 b. All persons who are or were employed by Defendants in the state of
23 California to work for I COLOR, as hourly non-exempt employees who, within the liability
24 period, have not been provided a timely and/or uninterrupted 30 minute meal period when they
25 worked over five hours and/or over ten hours in a work shift and were not provided
26 compensation in lieu thereof;

27 c. All persons who are or were employed by Defendants in the state of
28

1 California to work for I COLOR, as hourly non-exempt employees who, within the liability
2 period, have not been provided a minimum ten (10) minute rest period for every four (4) hours
3 or major fraction thereof worked per day and were not provided compensation in lieu thereof;

4 d. All persons who are or were employed by Defendants in the state of
5 California to work for I COLOR, as hourly non-exempt employees who, within the liability
6 period, were required to supply and use their own personal tools, including, but not limited to
7 gloves and box cutters, in the performance of their job duties, including the use of their
8 cellphones to discuss work related matters, for which they did not receive reimbursement from
9 Defendants;

10 e. All persons who are or were employed by Defendants in the state of
11 California to work for I COLOR, as hourly non-exempt employees who, within the liability
12 period, were not timely paid all wages due and owed to them upon the termination of their
13 employment with Defendants; and

14 f. All persons who are or were employed by Defendants in the state of
15 California to work for I COLOR, as hourly non-exempt employees who, within the liability
16 period, were not provided with accurate and complete itemized wage statements.

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

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

23 **A. Numerosity**

24 27. The potential members of the Class as defined are so numerous that joinder of all
25 the members of the Class is impracticable. While the precise number of Class Members has not
26 been determined at this time, Plaintiff is informed and believes that Defendants currently
27 employ, and/or during the relevant time period employed, approximately over 100 employees in
28 California who are or have been affected by Defendants' unlawful practices as alleged herein.

1 **B. Commonality**

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

5 i. Whether Defendants violated Labor Code §§510, 1194 and applicable IWC
6 Wage Orders by failing to pay all earned wages including proper overtime
7 compensation to Non-Exempt Employees who worked in excess of eight (8) hours in a
8 work day and/or more than forty (40) hours in a workweek and/or in excess of twelve
9 (12) hours in a work day;

10 ii. Whether Defendants violated Labor Code §§226.7, 512 and applicable IWC
11 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
12 Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours
13 and failing to compensate said employees one hour wages in lieu of meal periods;

14 iii. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
15 Wage Orders by failing to authorize and permit minimum 10 minute rest periods to
16 Non-Exempt Employees for every four hours or major fraction thereof worked and
17 failing to compensate said employees one hours wages in lieu of rest periods;

18 iv. Whether Defendants violated Labor Code §2802 and applicable IWC Wage
19 Orders for failing to indemnify employees for the expenditures incurred in the
20 performance of their job duties (i.e., requiring that Plaintiff and similarly situated Class
21 Members use their own tools, including gloves and box cutters, as well as the use of
22 their cellphones to discuss work related matters);

23 v. Whether Defendants violated sections 201-202 of the Labor Code by failing to
24 pay all earned wages and/or premium wages due and owing at the time that any Class
25 Members' employment with Defendants terminated;

26 vi. Whether Defendants violated sections 226 of the Labor Code and applicable
27 IWC Wage Orders by failing to, among other violations, maintain accurate records of
28 Non-Exempt Employees' earned wages, work periods, meal periods and deductions;

vii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code by failing to comply with Labor Code sections 201, 202, 204, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders

viii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections 201, 202, 204, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

32. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this 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 Including Overtime
(Lab. Code §§510, 1194)
(Against All Defendants)

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

34. As discussed herein, during the liability period, Defendants implemented a timekeeping policy and practice for Non-Exempt Employees which rounded their clock-in and clock-out times in a manner that resulted in a loss of time worked. As a result, Non-Exempt Employees were consistently underpaid and were required to work off the clock and without pay.

35. During the liability period, Defendants' policies and/or practices and work shift requirements resulted in Plaintiff and 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.

36. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to represent have been deprived of compensation for all earned wages including overtime compensation 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 she seeks to represent request relief as described herein and below.

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)

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

3 39. By failing to provide timely 30 minute uninterrupted meal periods for days on
4 which Non-Exempt employees work(ed) shifts in excess of 5 hours and/or ten hours and
5 failing to provide compensation for such statutorily non-compliant meal periods, Defendant
6 violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

7 40. By failing to record and maintain adequate and accurate time records according
8 to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
9 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
10 and Class Members.

11 41. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks
12 to represent have been deprived of premium wages in amounts to be determined at trial, and are
13 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
14 §226.7.

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

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

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

24 44. As discussed herein, by failing to authorize and permit minimum ten (10) minute
25 rest period for every four hours or major fraction thereof worked per day by Non Exempt
26 Employees, and failing to provide compensation for such non-compliant rest periods, as alleged
27 above, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC
28 applicable Wage Orders.

 45. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks
to represent have been deprived of premium wages in amounts to be determined at trial, and are

1 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
2 §226.7.

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

5 **Fourth Cause of Action**

6 Failure to Reimburse Employee Expenses

7 (Lab. Code § 2802)

8 (Against All Defendants)

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

11 48. By their policy and/or practice of unlawfully requiring that Non Exempt
12 Employees use their own personal tools, including gloves and box cutters, as well as the use of
13 their cellphones to discuss work related matters, in the performance of their job duties without
14 reimbursement, Defendant willfully violated the provisions of Lab. Code § 2802.

15 49. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks
16 to represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
17 fees, and costs, under Labor Code§ 2802.

18 50. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
19 described herein and below.

20 **Fifth Cause of Action**

21 Failure to Timely Pay Wages Due At Termination

22 (Lab. Code §§ 201-203)

23 (Against All Defendants)

24 51. Plaintiff repeats and incorporates herein by reference each and every allegation
25 set forth above, as though fully set forth herein.

26 52. Sections 201 and 202 of the California Labor Code require Defendants to pay its
27 employees all wages due within 72 hours of termination of employment. Section 203 of the
28 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.

1 53. Affected class members are entitled to compensation for all forms of wages
2 earned, including overtime compensation and compensation for non provided rest and meal
3 periods but to date have not received such compensation therefore entitling them Labor Code
4 section 203 penalties.

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

10 55. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described herein and below.

12
13 **Sixth Cause of Action**
14 Knowing and Intentional Failure to Comply With Itemized Employee
15 Wage Statement Provisions
16 (Lab. Code § 226(b))
17 (Against All Defendants)

18 56. Plaintiff repeats and incorporates herein by reference each and every allegation
19 set forth above, as though fully set forth herein

20 57. Section 226(a) of the California Labor Code requires Defendants to itemize in
21 wage statements all deductions from payment of wages and to accurately report total hours
22 worked by Plaintiffs and the members of the proposed class. IWC Wage Orders require
23 Defendants to maintain time records showing, among others, when the employee begins and
24 ends each work period, meal periods, split shift intervals and total daily hours worked in an
25 itemized wage statement, and must show all deductions and reimbursements from payment of
26 wages, and accurately report total hours worked by Plaintiff and the members of the proposed
27 class. On information and belief, Defendants have failed to record all or some of the items
28 delineated in Industrial Wage Orders and Labor Code §226.

1 58. Plaintiff and Class Members have been injured by Defendants' actions by
2 rendering them unaware of the full compensation to which they were entitled under applicable
3 provisions of the California Labor Code and applicable IWC Wage Orders.

4 59. 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 60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
7 described herein and below.

8 **Seventh Cause of Action**
9 Violation of Unfair Competition Law
10 (Bus. & Prof. Code, §§ 17200-17208)
11 (Against All Defendants)

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

14 62. Business & Professions Code Section 17200 provides:

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

20 63. Defendants' violations of the Labor Code and Wage Order provisions set forth
21 above constitute unlawful and/or unfair business acts or practices.

22 64. Defendants' violations of Business and Professions Code section 16600 set forth
23 above constitute unlawful and/or unfair business acts or practices.

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

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

 67. As a direct and proximate result of the unfair business practices of Defendants,
and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are

entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Class as a result of the business acts and practices described herein.

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

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

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

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: April 24, 2020

JAMES HAWKINS, APLC



James R. Hawkins, Esq.
Isandra Y. Fernandez, Esq.
Attorneys for Plaintiff
ANGELICA GARCIA