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Attorneys for Plaintiff, GUADALUPE PADILLA
on behalf of herself and all others similarly situated

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

GUADALUPE PADILLA on behalf of herself
and all others similarly situated

Plaintiff,

vs.

PRECISION HOSPITALITY &
DEVELOPMENT, LLC., a California limited
liability company, 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**
- 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

Named Plaintiffs allege as follows:

1 I.

2 **INTRODUCTION**

3 1. Plaintiff GUADALUPE PADILLA (hereinafter “Plaintiff”) on behalf of herself
4 and all similarly situated Non-Exempt Employees employed by Defendants in California
5 (hereinafter referred to as “Non-Exempt Employees” or “Class Members”) assert the following
6 Class Action claims, pursuant to Code of Civil Procedure section 382, against Defendant
7 PRECISION HOSPITALITY & DEVELOPMENT, LLC (“PRECISION HOSPITALITY”), and
8 DOES 1 through 50, inclusive (hereinafter collectively referred to as "Defendants").

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

16 3. Plaintiff, on behalf of herself and Class Members, bring this action pursuant to
17 Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198, 2802 Title 8, Section
18 11050 and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking
19 unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable
20 relief, and reasonable attorneys’ fees and costs.

21 4. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business
22 and Professions Code sections 17200-17208, also seeks restitution from Defendants for their
23 failure to pay all overtime wages and rest and meal period premiums to each of their Non-
24 Exempt Employees.

25 II.

26 **VENUE**

27 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
28 Civil Procedure section 395. Defendant conducts substantial and continuous business activities

1 in Orange County, California and each Defendant is within the jurisdiction of this Court for
2 service of process purposes. Defendants employ numerous Class Members in Orange County,
3 California.

4 **III.**

5 **PARTIES**

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

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

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

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

24 **IV.**

25 **FACTUAL BACKGROUND**

26 10. Defendants own and operate a franchise of approximately eleven “Dunkin’
27 Donuts” restaurants in California.
28

1 11. Plaintiff was employed by Defendants, as a non- exempt employee, from in or
2 about October 2018 through in or about December 2019. When Plaintiff was hired by
3 Defendants she first occupied the position of “crew member” and, after several months, was
4 promoted to the position of “shift leader.” During her employment, Plaintiff worked at four of
5 Defendant’s restaurants located in Tustin, Lake Forest, Irvine and San Clemente.

6 12. During the liability period, due to the demands of the work shifts and
7 Defendants’ practices and policies, Plaintiff and Class Members were typically required to
8 work in excess of five (5) hours without being provided an uninterrupted thirty (30) minute
9 meal period by the end of the fifth hour and were not compensated one (1) hour of pay at their
10 regular rate of compensation for each workday that a compliant meal period was not provided.
11 Defendants also failed to provide a second 30 minute uninterrupted meal period by the end of
12 the tenth hour when they worked in excess of 10 hours and failing to provide compensation for
13 such statutorily non-compliant meal periods, Defendants violated Labor Code §512, California
14 labor laws, and IWC Wage Order.

15 13. During the liability period, due to the work load requirements and Defendant’s
16 policies and practices, Plaintiff and Class Members were frequently required to work without
17 being permitted or authorized a minimum ten (10) minute rest period for every four hours or
18 major fraction thereof. Plaintiffs and Class Members were not compensated one (1) hour of
19 pay at their regular rate of compensation for each workday that a rest period was not provided,
20 in violation of California labor laws, regulations, and IWC Wage.

21 14. Upon information and belief, Defendants automatically deducted thirty minutes
22 from the Plaintiff and Class Members’ compensable time during their work shifts regardless of
23 whether they took a 30 minute meal break.

24 15. During the liability period, Plaintiff and Class Members received calls and/or
25 texts from management while they were “off the clock”. Additionally, Plaintiff and Class
26 Members who occupied positions of shift leaders and similar non exempt positions were
27 required to work “off the clock” prior to or at the end of their shifts including but not limited
28 to clocking out and throwing out the trash. Plaintiff and Class Member and not paid for time

1 spent working off the clock and therefore not paid all lawful wages earned including proper
2 overtime compensation and/or minimum wage.

3 16. During the liability period, Plaintiff and Class Members were required to use
4 their phones in the performance of their job duties for which they were not reimbursed. As a
5 crew member, Plaintiff was instructed by the store manager to download an app “Crew
6 Messaging & Schedules” wherein she and Class Members routinely received and sent messages
7 regarding schedules and job related tasks and information. As a Shift Leader, she continued to
8 be required to use the app and her phone in the performance of her job duties. Plaintiff and
9 Class Members were not reimbursed for the use of their personal phones in the performance of
10 job related tasks and duties.

11 17. During the liability period, Plaintiff and Class Members were required to use
12 their personal vehicles drive to Defendants’ other Dunkin Donut locations. Plaintiff and Class
13 Members were not reimbursed for the mileage in the use of their personal vehicles in the
14 performance of their job duties.

15 18. During the liability period, Defendants have also failed to maintain accurate
16 itemized records reflecting total hours worked and have failed to provide Plaintiff and Class
17 Members with accurate, itemized wage statements reflecting total hours worked and
18 appropriate rates of pay for those hours worked.

19 19. During the liability period, Plaintiff and Class Members were typically required
20 to stand in the performance of their job duties were not provided suitable seating. Also, when
21 Plaintiff and Class Members were not engaged in duties which required them to stand, no
22 seating was placed in reasonable proximity to their work stations. Thus, Defendants did not
23 provide Plaintiff and Class Members with suitable seating in accordance with applicable IWC
24 Wage Order and California law despite the fact that the nature of their work reasonably
25 permits use of seats

26 20. On information and belief, Defendant willfully failed to pay all earned wages in a
27 timely manner to Class Members; nor has Defendant paid to Non Exempt Employees, upon or
28 after termination of their employment with Defendant, all compensation due, including but not

1 limited to all wages owed and compensation for having failed to properly provide rest periods
2 and meal periods

3 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 currently employ and during the relevant period have employed approximately over one hundred
5 (100) 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
12 who are or were employed by Defendants in the state of California as non exempt employees
13 within four (4) years prior to the date this lawsuit is filed until resolution of this lawsuit
14 (collectively referred to as the “Class” and/or Class Members”).

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

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

21 b. All persons who are or were employed by Defendants in the state of
22 California as non exempt employees, within the statutory liability period, who have not been
23 provided a statutorily compliant 30 minute meal period when they worked over five hours in a
24 work shift and were not provided compensation in lieu thereof;

25 c. All persons who are or were employed by Defendants in the state of
26 California as non exempt employees, within the statutory liability period, who have not been
27 provided a statutorily compliant second 30 minute meal period when they worked over ten
28

1 hours in a work shift and were not provided compensation in lieu thereof;

2 d. All persons who are or were employed by Defendants in the state of
3 California as non exempt employees, within the statutory liability period, within the statutory
4 liability period, who have not been provided a statutorily compliant ten (10) minute rest period
5 for every four (4) hours or major fraction thereof worked per day and were not provided
6 compensation in lieu thereof;

7 e. All persons who are or were employed by Defendants in the state of
8 California as non exempt employees, within the statutory liability period, who were required to
9 use their personal vehicles in the performance of their job duties without receiving mileage
10 reimbursement from Defendants;

11 f. All persons who are or were employed by Defendants in the state of
12 California as non exempt employees within the statutory liability period, who were required to
13 use their personal phones in the performance of their job duties without receiving
14 reimbursement from Defendants;

15 g. All persons who are or were employed by Defendants in the state of
16 California as non exempt employees within the statutory liability period who were not timely
17 paid all wages due and owed to them upon the termination of their employment with
18 Defendants; and

19 h. All persons who are or were employed by Defendants in the state of
20 California as non exempt employees who, within the statutory liability period, were not
21 provided with accurate and complete itemized wage statements.

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

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

28 **A. Numerosity**

1 27. The potential members of the Class as defined are so numerous that joinder of all
2 the members of the Class is impracticable. While the precise number of Class Members has not
3 been determined at this time, Plaintiff is informed and believes that Defendants currently
4 employ, and/or during the relevant time period employed, approximately over one hundred
5 (100) Non-Exempt Employees in California who are or have been affected by Defendants'
6 unlawful practices as alleged herein.

7 **B. Commonality**

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

- 11 i. Whether Defendants violated Labor Code sections 510, 1194 and applicable
12 IWC Wage Orders by failing to pay all earned wages including overtime compensation
13 to Non-Exempt Employees who worked in excess of eight (8) hours in a work day
14 and/or more than forty (40) hours in a workweek;
- 15 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
16 failing to pay minimum wages to Non Exempt Employees for time spent working "off
17 the clock" without pay;
- 18 iii. Whether Defendants violated Labor Code sections 226.7, 512 and applicable
19 IWC Wage Order by failing to compliant 30 minute meal periods to Non-Exempt
20 Employees on days in which they worked in excess of 5 hours and/or 10 hours and
21 failing to compensate said employees one hour wages in lieu of meal periods;
- 22 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
23 Wage Orders by failing to authorize and permit compliant 10 minute rest periods to
24 Non-Exempt Employees for every four hours or major fraction thereof worked and
25 failing to compensate said employees one hours wages in lieu of rest periods;
- 26 v. Whether Defendants violated Labor Code section 2802 and applicable IWC
27 Wage Orders for failing to indemnify employees for the expenditures incurred in the
28 performance of their job duties (i.e. use of their personal phones and/or vehicles);

- 1 vi. Whether Defendants violated sections 201-203 of the Labor Code by failing to
2 pay all earned wages and/or premium wages due and owing at the time that any Non-
3 Exempt Employees' employment with Defendants terminated.
- 4 vii. Whether Defendants violated sections 226 of the Labor Code and applicable
5 IWC Wage Orders by failing to, among other violations, maintain accurate records of
6 Non-Exempt Employees' earned wages, work periods, meal periods and deductions;
- 7 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
8 Professions Code by, including but not limited to, failing to pay proper minimum and/or
9 overtime wages to Non-Exempt Employees; failing to provide proper rest and/or meal
10 periods and failing to pay compensation in lieu thereof; failing to reimburse employee
11 expenses; failing to timely pay wages ,failing to keep accurate records all in violation of
12 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1198, 1199, 2802
13 and applicable IWC Wage Orders.
- 14 ix. Whether Defendants violated section 17200 *et seq.* of the Business and
15 Professions Code and Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512,
16 1194,1198, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a
17 violation of fundamental public policy;

18 **C. Typicality**

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

23 **D. Adequacy of Representation**

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

27 **E. Superiority of Class Action**

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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.

VI. CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Overtime Wages and/or Minimum Wage
(Lab. Code §§ 510, 1194, 1199)
(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 Defendant's policies, practices and work shift requirements resulted in Plaintiff and Class Members not receiving compensation for all earned wages including overtime and/or minimum wage in violation of California state wage and hour laws.

35. During the liability period, Defendants' policies and/or practices 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. 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. Labor Code §1197 provides

1 that employees are to be paid minimum wage for each hour worked, and cannot be averaged the
2 minimum and the payment of a lesser wage than the established is unlawful.

3 37. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
4 represent have been deprived of compensation for all earned wages including minimum wage
5 and/ or overtime wages in amounts to be determined at trial, and are entitled to recovery of such
6 amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code
7 section 1194.

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

10 **Second Cause of Action**

11 Failure to Provide Lawful Meal Periods
12 Or Compensation in Lieu Thereof
13 (Lab. Code §§226.7, 512, IWC Wage Orders)
14 (Against All Defendants)

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

17 40. As set forth herein, by their failure to provide compliant 30 minute uninterrupted
18 meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed)
19 work periods in excess of 5 hours and/or in excess of 10 hours and failing to provide
20 compensation for such statutorily non-compliant meal periods, Defendants violated the
21 provisions of Labor Code §512 and applicable IWC Wage Orders.

22 41. By failing to record and maintain adequate and accurate time records according to
23 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
24 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
25 and Class Members.

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

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

3 **Third Cause of Action**

4 Failure to Provide Rest Periods
5 Or Compensation in Lieu Thereof
6 (Lab. Code §§226.7, IWC Wage Orders)
7 (Against All Defendants)

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

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

15 46. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
16 represent have been deprived of premium wages in amounts to be determined at trial, and are
17 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
18 §226.7.

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

21 **Fourth Cause of Action**

22 Failure to Reimburse Employee Expenses
23 (Lab. Code § 2802)
24 (Against All Defendants)

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

27 49. By their policy of unlawfully requiring that Non Exempt Employees use their
28 personal vehicles in the performance of their job duties without reimbursement, Defendant
willfully violated the provisions of Lab. Code § 2802.

 50. By their policy of unlawfully requiring that Non Exempt Employees use their
personal phones in the performance of their job duties without reimbursement, Defendant

1 willfully violated the provisions of Lab. Code § 2802

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

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

7 **Fifth Cause of Action**
8 Failure to Timely Pay Wages Due At Termination
9 (Lab. Code §§ 201-203)
(Against All Defendants)

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

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

17 55. Affected class members are entitled to compensation for all forms of wages
18 earned, including minimum wage and/or overtime compensation and compensation for non
19 compliant rest and meal periods but to date have not received such compensation therefore
20 entitling them Labor Code section 203 penalties.

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

26 57. WHEREFORE, Plaintiff and the Class she seeks to represent requests relief as
27 described herein and below.
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Fifth Cause of Action
Knowing and Intentional Failure to Comply With Itemized Employee
Wage Statement Provisions
(Lab. Code § 226(b))
(Against All Defendants)

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

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

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

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

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

Sixth Cause of Action
Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

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

64. Business & Professions Code Section 17200 provides:

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

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

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

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

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

69. 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 §§ 1194, 2802
7. For such other and further relief as the Court deems just and proper.

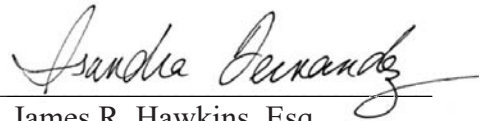
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DEMAND FOR JURY TRIAL

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

Dated: May 1, 2020

JAMES HAWKINS, APLC



James R. Hawkins, Esq.

Isandra Y. Fernandez, Esq.

Attorneys for Plaintiff

GUADALUPE PADILLA