

John E. Hill, State Bar #45338
Enrique Martínez, State Bar #206884
LAW OFFICES OF JOHN E. HILL
333 Hegenberger Road, Ste. 500
Oakland, CA 94621
Telephone: (510) 588-1000
Facsimile: (510) 632-1445


Karin Noble Deputy

Attorneys for Plaintiffs & Putative Class

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS
(UNLIMITED JURISDICTION)

JAVIER CUEVAS AND ADRIAN CUEVAS on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

NETTO AG, INC., a California Corporation;
FRANK NETTO, individually; JAMES NETTO,
individually; DERRICK NETTO, individually;
and, DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

COMPLAINT FOR:

1. **FAILURE TO PROVIDE MEAL PERIODS (CA LABOR CODE § 226.7 and IWC Wage Orders);**
2. **FAILURE TO PROVIDE REST PERIODS (CA LABOR CODE § 226.7 and IWC Wage Orders);**
3. **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS (CA LABOR CODE § 226);**
4. **WAITING TIME PENALTIES (CA LABOR CODE § 203);**
5. **UNFAIR BUSINESS PRACTICES (CA BUS. & PROF CODE § 17200, et seq.); and,**
6. **CIVIL PENALTIES FOR VIOLATIONS OF CA LABOR CODE (PAGA, Labor Code § 2699.**

1 Plaintiffs Javier Cuevas and Adrian Cuevas ("Plaintiffs"), bring this suit as a class action on
2 behalf of themselves and all others similarly-situated pursuant to California Code of Civil Procedure
3 section 382, and allege on information and belief, as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this Complaint against Defendants, Netto Ag, Inc., Frank Netto,
6 James Netto, Derrick Netto, and, DOES ONE through FIFTY, inclusive (hereinafter "Defendants").
7 Plaintiffs allege that Defendants routinely violated the California Labor Code and Industrial Welfare
8 Commission (IWC) Wage Orders by: failing to provide adequate meal periods and rest breaks;
9 failing to provide accurate wage statements; and failing to pay all wages at the time of separation of
10 employment. On behalf of themselves and the putative Class, Plaintiffs seek unpaid wages,
11 damages, restitution, and other relief for themselves individually, and on behalf other aggrieved
12 former and current employees.

13 2. Plaintiffs also allege that Defendants' employment practices in violation of the
14 California Labor Code are unlawful, unfair, and contrary to the public policies of the State of
15 California. By engaging in, unfair and unlawful business practices in violation of Business and
16 Professions Code sections 17200, *et seq.*, causing injury to Plaintiffs and the putative Class.
17 Through their class-wide claims based on state law, Plaintiffs seek restitution of all benefits
18 obtained by Defendants from their unlawful business practices in the form of premium wages and
19 other damages permitted by law, including accrued interest pursuant to California law; recovery of
20 penalties; injunctive and declaratory relief; all other forms of equitable relief permitted by law; and
21 reasonable attorneys' fees and costs.

22 **JURISDICTION & VENUE**

23 3. Venue is proper in this judicial district, pursuant to California Code of Civil
24 Procedure ("C.C.P.") section 395 (a). Defendants maintain offices, transact business, and have an
25 agent in Kings County, and are otherwise within this Court's jurisdiction for purposes of service of
26 process. Defendants employ numerous employees in Kings County. The unlawful acts alleged
27 herein have a direct effect on Plaintiffs and those similarly situated within the State of California
28

1 and Kings County.

2 4. The Court has jurisdiction over this class action pursuant to article 6, section 10 of
3 the California Constitution and C.C.P. section 410.10.

4 5. Plaintiffs bring this action against Defendants pursuant to California Labor Code
5 sections 226.7 (meal and rest periods), 512 (meal periods), 226 (inaccurate wage statements), and
6 203 (waiting time penalties); attorneys' fees and costs under applicable statutes; applicable
7 Industrial Welfare Commission ("IWC") Wage Orders, Business & Professions Code sections
8 17200, *et seq.*, and C.C.P. sections 395 and 395.5. The acts giving rise to this Complaint were made
9 and performed in the County of Kings, and Defendants' liability arises pursuant to their employment
10 of Plaintiffs in the County of Kings. Members of the putative Plaintiff Class who are identified as
11 Defendants' nonexempt employees have also worked and/or lived in the County of Kings.

12 **THE PARTIES**

13 6. At all relevant times, Plaintiffs have resided in the State of California and were
14 employees of Defendants. Plaintiffs worked for Defendants within California as hourly, non-
15 exempt employees, within the four years preceding the filing of this action.

16 7. Plaintiff Javier Cuevas is a resident of Hanford, California and was employed by
17 Defendants multiple seasons through May 2020.

18 8. Plaintiff Adrian Cuevas is a resident of Hanford, California and was employed by
19 Defendants from approximately April to May 2020.

20 9. Plaintiffs are informed and believe and thereon allege that Defendant Netto Ag, Inc.
21 is, and at all times mentioned in this complaint, has been a California company doing business
22 Kings County, State of California. The principal place of business of Netto Ag, Inc. is 10044 Flint
23 Ave., Hanford, California, 93230.

24 10. Upon information and belief, Defendant Frank Netto is co-owner of Netto Ag, Inc.,
25 residing and doing business in Kings County and other counties throughout California.

26 11. Upon information and belief, Defendant James Netto is co-owner of Netto Ag, Inc.,
27 residing and doing business in Kings County and other counties throughout California.
28

1 12. Upon information and belief, Defendant Derrick Netto is an agent and manager of
2 Netto Ag, Inc., residing and doing business in Kings County and other counties throughout
3 California.

4 13. Plaintiffs are informed, believe, and thereon allege that each of the Defendants herein
5 was, at all times relevant to this action, the agent, employee, representing partner, and/or joint
6 venturer of the remaining Defendants and was acting within the course and scope of the
7 relationship. Plaintiffs are further informed, believe, and thereon allege that each of the Defendants
8 herein gave consent to, ratified and authorized the acts alleged herein to the remaining Defendants.

9 14. The individual Defendants (i.e. non-corporate) regularly visit and oversee operations
10 at the company's shop and at numerous customer sites/fields where Plaintiffs and similarly situated
11 employees work. They also make decisions regarding scheduling, working conditions, hiring,
12 disciplining, and termination decisions. Upon information and belief, they also handle
13 administration of many of the company's affairs, including, upon information and belief, exercising
14 control over the wages, hours and/or working conditions.

15 **ADDITIONAL ALLEGATIONS**

16 15. Netto Ag, Inc., owned and managed in its day-to-day operations and wage and hour
17 practices by Frank Netto, James Netto, and Derrick Netto ("Individual Defendants"), operates
18 exclusively in California (upon information and belief). The company provides machinery and
19 personnel to client dairies at their premises to harvest, transport and weigh wheat and corn that is
20 used as animal feed.

21 16. Defendants employ various types of workers when it is time to harvest these
22 products. There are three main groups of workers: (i) farm equipment operators who work at the
23 fields harvesting ("operators"); (ii) truck drivers who transport wheat and corn from the field to the
24 dairy ("truck drivers"); and, (iii) weighers who weigh the wheat and corn for purposes of billing
25 Defendants' clients ("weighers"). During these seasons, workers harvested the fields owned by
26 Netto Ag's clients. Although these workers typically worked more than ten (10) hours per day, they
27 were not provided with legally-compliant meal period and rest breaks.
28

1 17. Defendants did not pay Plaintiffs premium compensation for the meal and rest breaks
2 they did not adequately receive. Their paychecks did not include an itemized statement reflecting
3 the premium pay for missed or inadequate meal and rest periods. When Plaintiffs' employment
4 with Defendants ended, Defendants gave them their final paychecks. However, these paychecks did
5 not include any premium pay for missed meal and rest periods. To date, Defendants have not paid
6 Plaintiffs all premium pay for missed meal and rest periods and waiting time penalties.

7 18. Plaintiffs are informed and believe and thereon allege that Defendants employed
8 other workers under the same or similar terms and conditions as described in the preceding
9 paragraphs, and that through common practices, policies, and/or schemes instituted at their facilities,
10 Defendants have systematically underpaid Plaintiffs and members of the Plaintiff Class by, among
11 other things, failing to provide Plaintiffs and members of the Plaintiff Class with adequate rest and
12 meal periods without paying premium pay.

13 19. The IWC Wage Orders applicable to members of the Plaintiff Class provides that,
14 "No employer shall employ any person for a work period of more than five (5) hours without a meal
15 period of not less than 30 minutes, except that when a work period of not more than six (6) hours
16 will complete the day's work the meal period may be waived by mutual consent of the employer and
17 employee." It further states that, "Every employer shall authorize and permit all employees to take
18 rest periods, which insofar as practicable shall be in the middle of each work period. The authorized
19 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest
20 time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for
21 employees whose total daily work time is less than three and one-half (3-1/2) hours. Authorized rest
22 period time shall be counted as hours worked for which there shall be no deduction from wages."
23 Labor Code § 226.7 further states: "No employer shall require any employee to work during any
24 meal or rest period mandated by an applicable order of the Industrial Welfare Commission. [...] If
25 an employer fails to provide an employee a meal period or rest period in accordance with an
26 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
27 additional hour of pay at the employee's regular rate of compensation for each work day that the
28

1 meal or rest period is not provided.”

2 20. Defendants’ underpayment of rest and meal period premiums to Plaintiffs resulted
3 from certain unlawful compensation practices that Defendants centrally devised, implemented,
4 communicated and applied to all members of the Plaintiff Class. These unlawful compensation
5 practices include but are not limited to the following:

- 6 (a) Failing to provide adequate meal periods and all of the rest periods to all members of
7 the Plaintiff Class as required by Labor Code §§ 226.7, 512, and applicable IWC
8 Wage Orders;
- 9 (b) Failing to pay premium compensation to all members of the Plaintiff Class for
10 missed and inadequate meal and rest periods, as required by Labor Code section
11 226.7(b);
- 12 (c) Failing to provide accurate itemized wage statements to all members of the Plaintiff
13 Class as required by Labor Code section 226(a);
- 14 (d) Failing to pay waiting time penalties to all members of the Plaintiff Class who
15 resigned or were terminated without being paid all wages due, as required by Labor
16 Code section 203; and,
- 17 (e) Committing other violations of the California Labor Code and the applicable Wage
18 Orders, according to proof.

19 **CLASS ALLEGATIONS**

20 21. Pursuant to California Code of Civil Procedure section 382, Plaintiffs, as Class
21 Representatives, bring the Causes of Action on behalf of themselves and all others similarly
22 situated, as a class action. The Class that Plaintiffs seek to represent is composed of and defined as
23 follows (the “Class Members”): all persons who were or are employed by Defendants as (i) farm
24 equipment operators, (ii) truck drivers, and (iii) weighers in California at any time since four years
25 prior to the filing of this Complaint and through the date of the final disposition of this action (“the
26 Class Period”).

27 22. There is a well-defined community of interest in the litigation and the Class is
28

ascertainable:

(a) Numerosity: the Class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. While the exact number of class members in the Class is unknown to Plaintiffs at this time, Plaintiffs are informed, believe, and thereon allege that Defendants have employed over 200 workers during the liability period.

(b) Typicality: The named Plaintiffs' claims are typical of the claims of the members of the Class.

(c) Adequacy of Representation: The Class Representatives can adequately and fairly represent the interests of the Plaintiff Class as defined above because their individual interests are consistent with, not antagonistic to, the interests of the class. The claims of the Plaintiffs are typical of the claims of the class as a whole in that they arise from Defendants' overall failure to conform their wage and hour practices to the requirements of the California Labor Code and the applicable Wage Orders. As the rest of the class, Plaintiffs were employed by Defendants during the harvesting seasons during the Class Period. Plaintiffs were underpaid because of Defendants' unlawful employment policies and practices. Counsel for Plaintiffs possess the requisite resources and ability to prosecute this case as a class action and are experienced employment attorneys who have successfully litigated other cases involving similar issues.

(d) Superiority: Class certification is appropriate because Defendants have implemented a scheme that is generally applicable to the Plaintiff Class, making it appropriate to issue final injunctive relief and corresponding declaratory relief with respect to the Plaintiff Class as a whole. Class certification is also appropriate because the common questions of law and fact predominate over any questions affecting only individual members of the class. Members of the proposed Plaintiff Class have been injured and are entitled to recover. 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

1 system. Further, the prosecution of separate actions against Defendants by individual class
2 members may create a risk of inconsistent or varying adjudications that would establish
3 incompatible standards of conduct for Defendants. Plaintiffs are informed and believe and
4 thereon allege that the proposed Plaintiff Class consists of more than 200 current and former
5 workers. Members of the class are ascertainable but so numerous that joinder is
6 impracticable. For all these and other reasons, a class action is superior to other available
7 methods for the fair and efficient adjudication of the controversy set forth in this Complaint.

8 **FIRST CAUSE OF ACTION**

9 **(Failure to Provide Meal Periods; Labor Code §§ 226.7, 512, IWC Wage Orders)**

10 23. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
11 contained in the preceding paragraphs as though fully set forth herein.

12 24. The applicable Wage Orders provide, in pertinent part: "An employer may not
13 employ an employee for a work period of more than five (5) hours without providing an employee
14 with a meal period of not less than 30 minutes, except when a work period of not more than six (6)
15 hours will complete the day's work the meal period may be waived by mutual consent of employer
16 and employee."

17 25. California law, including Labor Code section 226.7, requires Defendants to provide
18 Plaintiffs and members of the Plaintiff Class all meal periods specified in the applicable Wage
19 Orders and entitled them to be paid one additional hour of pay per day at their regular rates of
20 compensation as additional wages for each day they were denied requisite adequate meal periods.

21 26. Plaintiffs further allege that during the Class Period, Plaintiffs and members of the
22 Plaintiff Class have suffered a loss equal to their applicable regular rates of pay times the total
23 number of days each worked without being provided with adequate meal periods, and have therefore
24 not been paid all of the wages due to them and are entitled to restitution in amounts to be proven at
25 trial.

26 27. Based on their conduct, Defendants are liable for an additional hour of pay for each
27 day on which a meal period was not provided, as well as civil penalties and the relief set out in the
28 prayer for relief.

SECOND CAUSE OF ACTION
**(Failure to Permit and Authorize Rest Periods;
Labor Code § 226.7, IWC Wage Orders)**

28. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

29. The applicable IWC Wage Orders provide, in pertinent part, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

30. California law, including Labor Code section 226.7, requires Defendants to permit and authorize Plaintiffs and members of the Plaintiff Class to take all rest periods specified in the applicable Wage Order and entitles Plaintiffs and members of the Plaintiff Class to be paid one additional hour of pay per day at their regular rate of compensation as additional wages for each day they were denied required rest periods during the Class Period. During the Class Period, Plaintiffs and members of the Plaintiff Class have suffered a loss equal to their applicable regular rates of pay times the total number of days each worked during which they were not authorized and permitted to take rest periods, and have therefore not been paid all of the wages due to them, and are entitled to restitution in amounts to be proven at trial.

31. Based on their conduct, Defendants are liable for an additional hour of pay for each day on which a rest period was not provided, as well as civil penalties and the relief set out in the prayer for relief.

THIRD CAUSE OF ACTION
(Failure to Furnish Accurate Wage Statements; Labor Code § 226)

32. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

33. As a direct result of Defendants' failure to comply with Labor Code section 226,

1 Plaintiffs and other current and former employees of each Defendant were injured and entitled to
2 recover an amount, including but not limited to penalties equal to \$50 for the first violation and
3 \$100 for each subsequent violation, up to a maximum amount of \$4,000 and reasonable costs and
4 attorney's fees in an amount to be proven at trial.

5 **FOURTH CAUSE OF ACTION**
6 **(Waiting Time Penalties; Labor Code § 203)**

7 34. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
8 contained in the preceding paragraphs as though fully set forth herein.

9 35. By failing to compensate Plaintiffs and members of the Plaintiff Class who have
10 quit or been discharged during the Class Period as required by the Labor Code and the applicable
11 Wage Order, Defendants have also willfully failed to make timely payment of the full wages due
12 to their former employees, and thereby have violated Labor Code sections 201 and 202.

13 36. Pursuant to Labor Code section 203, Plaintiffs and members of the Plaintiff Class
14 who have quit or have been discharged from employment with Defendants during the Class Period
15 are entitled to waiting time penalties equal to up to 30 days' pay per person, in an amount to be
16 determined at trial.

17 **FIFTH CAUSE OF ACTION**
18 **(Unfair Business Practices Under Business and Professions Code §§17200, *et seq.*)**

19 37. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
20 contained in the preceding paragraphs as though fully set forth herein.

21 38. This is a representative action for Unfair Business Practices. Plaintiffs, on behalf of
22 themselves, those similarly situated, and the general public, bring this claim pursuant to Business
23 and Professions Code sections 17200, *et seq.* Defendants' conduct as alleged in this complaint has
24 been and continues to be unfair, unlawful and harmful to Plaintiffs and those similarly-situated.
25 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of C.C.P.
26 section 1021.5.

27 39. Plaintiffs and members of the putative Plaintiff Class are "persons" within the
28 meaning of Business and Professions Code section 17204 who have suffered injury in fact as a

1 result of Defendants' unfair competition, and who comply with the requirements of Code of Civil
2 Procedure section 382, as set forth above, and therefore have standing to bring this claim for
3 injunctive relief, restitution, and other appropriate equitable relief.

4 40. Business and Professions Code sections 17200, *et seq.* prohibit unlawful, unfair and
5 fraudulent business practices.

6 41. Through the conduct alleged in this complaint, Defendants have acted contrary to
7 these public policies, violated specific provisions of the California Labor Code, and engaged in
8 other unlawful and unfair business practices in violation of Business & Professions Code sections
9 17200, *et seq.*, depriving Plaintiffs, all persons similarly-situated, and all interested persons of
10 rights, benefits, and privileges guaranteed under law.

11 42. Defendants have committed unfair and unlawful business practices within the
12 meaning of Business & Professions Code sections 17200, *et seq.* by engaging in conduct that
13 includes, but is not limited to the following:

- 14 (a) Failing to provide legally-compliant meal periods and to authorize and permit rest
15 periods as required by Labor Code section 226.7 and applicable IWC Wage Orders;
- 16 (b) Failing to pay premium compensation for missed meal and rest periods, as required
17 by Labor Code section 226.7(b);
- 18 (c) Failing to provide accurate itemized wage statements as required by Labor Code
19 section 226(a); and,
- 20 (d) Failing to pay waiting time penalties to members of the Plaintiff Class who resign or
21 are terminated without being paid all wages due, as required by Labor Code section
22 203.

23 43. Plaintiffs reserve the right to identify additional unfair and unlawful practices by
24 Defendants as further investigation and discovery warrant.

25 44. Plaintiffs are informed and believe and thereon allege that at all times material to this
26 action, Defendants' conduct has injured the interests of the Plaintiffs and the putative Plaintiff Class
27
28

1 in that at all times material to this action, Defendants' conduct has resulted in economic loss to
2 Plaintiffs and each member of the proposed Plaintiff Class.

3 45. As a direct result of the unfair, unlawful, and anti-competitive conduct alleged in this
4 complaint, Defendants have acted contrary to law and contrary to public policy and have thus
5 engaged in unlawful and unfair business practices in violation of Business and Professions Code
6 sections 17200, *et seq.* Defendants have engaged in such conduct for their own economic self-
7 interest, to increase their profits. Through their unfair business practices alleged herein, Defendants
8 have received and retained and continue to receive and retain funds that rightfully belong to
9 Plaintiffs and those similarly-situated and have produced further profits with those funds. As a
10 result, Defendants have been unjustly enriched and have achieved an unfair competitive advantage
11 over their legitimate business competitors at the expense of their employees and the public at large.
12 Plaintiffs are entitled to, and do seek all relief as may be necessary to restore to Plaintiffs and those
13 similarly-situated, all money and property which Defendants have acquired, or of which Plaintiffs
14 and those similarly-situated have been deprived, by means of the Defendants' unfair and unlawful
15 business practices, and to restore to Plaintiffs and members of the Plaintiff Class the ill-gotten gains
16 obtained by Defendants through those practices.

17 46. Business and Professions Code section 17203 provides that the Court may restore
18 to an aggrieved party any money or property acquired by means of unlawful and unfair business
19 practices. Plaintiffs seek restitution of all unpaid wages owing to themselves and those similarly
20 situated, according to proof, as well as the declaratory and injunctive relief described herein.

21
22 **SIXTH CAUSE OF ACTION**
23 **(Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004;**
24 **Labor Code §§ 2698-2699, *et seq.*)**

25 47. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
26 contained in the preceding paragraphs, as though fully set forth herein.

27 48. Plaintiffs, as aggrieved employees, bring this claim pursuant to California
28 Labor Code §§ 2698-2699 on behalf of themselves and all other current or former similarly
aggrieved employees of Defendants in California at any time for which recovery is authorized under

1 Labor Code §§ 2698-2699, *et seq.* Pursuant to California Labor Code § 2699.3, on June 19, 2020,
2 Plaintiffs, by and through their counsel, filed online and sent notice online to the Labor and
3 Workforce Development Agency (LWDA) and by certified mail to the Defendants of the specific
4 provisions of the Labor Code that have been violated ("PAGA Notice"), including the facts and
5 theories to support the violations. The LWDA has not responded to Plaintiffs' PAGA Notice as of
6 the date of this Complaint. Plaintiffs thus have complied with the PAGA notice requirement.

7 49. As alleged above, Defendants have violated the provisions of the California Labor
8 Code, specifically the failure to provide meal and rest periods, reimburse business expenses, timely
9 pay owed wages for all hours worked, and provide accurate itemized wage statements. Plaintiffs seek
10 recovery of unpaid wages and penalties resulting from said violations on behalf of themselves and all
11 other similarly aggrieved employees of Defendants in California at any time for which recovery is
12 authorized under California Labor Code §§ 2698-2699.

13 50. Pursuant to California Labor Code § 2699, Plaintiffs are entitled to recover civil
14 penalties for Defendants' violations of Labor Code sections 201, 201.3, 204, 226, 226.3, 226.7, and
15 512.

16 51. Plaintiffs request an award of attorneys' fees and costs, including as authorized
17 under California Labor Code §2699, and the relief set out in the prayer for relief.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for the following relief:

20 A. Certification of the action as a class action on behalf of the proposed Plaintiff Class
21 as to all causes of action herein, appointment of Plaintiffs as class representatives, and appointment
22 of Plaintiffs' counsel as class counsel;

23 B. An injunction requiring Defendants to immediately cease and desist from engaging
24 in the unlawful and unfair business practices complained of herein;

25 C. Restitution of all unpaid premium pay owed to Plaintiffs and members of the
26 Plaintiff Class equal to one hour of pay per employee for each workday in which a required rest
27 period was not authorized and permitted, and one hour of pay per employee for each workday in
28

1 which a required meal period was not provided pursuant to Labor Code section 226.7(b), in an
2 amount according to proof;

3 D. Waiting time penalties on wages due to Plaintiffs and members of the Plaintiff Class
4 who have quit or been discharged during the Class Period pursuant to Labor Code section 203, in an
5 amount according to proof;

6 E. Restitution of all other wages and benefits due and restitution of all profits acquired
7 by Defendants by means of any unfair business practice, in an amount according to proof;

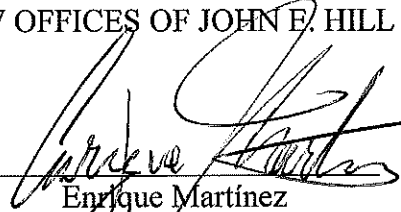
8 F. Actual and/or liquidated damages pursuant to Labor Code section 226(e);

9 G. Attorneys' fees, statutory costs and litigation expenses in an amount the Court
10 determines to be reasonable, pursuant to California Code of Civil Procedure section 1021.5 and
11 Labor Code sections 218.5 and 2699; and

12 H. For such other and further relief as the court deems just, equitable, and proper.
13

14 Dated: September 25, 2020

LAW OFFICES OF JOHN E. HILL

15
16 By: 

Enrique Martinez

Attorneys for Plaintiffs & Putative Class
17
18
19
20
21
22
23
24
25
26
27
28