

Brian J. Mankin, Esq. [CSB No. 216228]
 Peter J. Carlson, Esq. [CSB No. 295611]
 FERNANDEZ & LAUBY LLP
 4590 Allstate Drive
 Riverside, CA 92501
 Tel: (951) 320-1444
 Fax: (951) 320-1445
 bjm@fernandezlauby.com
 pjc@fernandezlauby.com

Attorneys for Plaintiff, on a representative basis and on behalf of all others
 similarly situated

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

CINNAMON MILLS, individually, on
 a representative basis, and on behalf of
 all others similarly situated;

Plaintiff,

vs.

TARGET CORPORATION, a
 Minnesota Corporation; and DOES 1
 through 20, inclusive;

Defendants.

Case No.: 5:20-cv-01460 JGB (KKx)

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Vested Vacation;
- (2) Failure to Timely Pay Final Wages;
- (3) Unfair and Unlawful Competition;

PAGA CLAIMS

- (4) PAGA Assessment for Failure to Pay Vested Vacation; and
- (5) PAGA Assessment for Failure to Timely Pay Final Wages

State Action Filed: June 10, 2020
 Removal Date: July 22, 2020

1 Plaintiff Cinnamon Mills (“Plaintiff”), on behalf of herself, on a
 2 representative basis, and on behalf of others similarly situated, complains and
 3 alleges as follows.

4 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

5 1. Plaintiff brings this action against her former employers, Defendants
 6 Target Corporation and/or DOES 1 through 20, inclusive, (collectively,
 7 “Defendants”) on behalf of herself and all other similarly situated former non-
 8 exempt employees that were employed by Defendants in the State of California
 9 that (a) received shift differential pay, (b) had vested vacation owed upon
 10 separation of employment, and (c) upon separation of employment, were paid for
 11 vested vacation at a rate that did not include the shift differential pay (hereinafter,
 12 the “Class” or “Represented Employees”).

13 2. Plaintiff alleges that the Represented Employees were subjected to
 14 violations of the Labor Code stemming from Defendants’ failure to pay vested
 15 vacation at the “final rate” of pay pursuant to Labor Code § 227.3, as well as the
 16 corresponding failure to timely pay all wages due and owing upon separation of
 17 employment pursuant to Labor Code §§ 201 – 203.

18 3. Plaintiff was employed by Defendants from approximately 2016
 19 through May 2020.

20 4. Plaintiff alleges on information and belief that the Represented
 21 Employees were subjected to the same policies, working conditions, and
 22 corresponding wage and hour violations to which Plaintiff was subjected during
 23 her employment.

24 5. At all relevant times, Defendants utilized a policy and practice
 25 through which Plaintiff and the Represented Employees accrued vacation and/or
 26 PTO hours (collectively, “vacation hours”). However, on the occasions when
 27 Plaintiff and the Represented Employees had accrued but unused vacation hours
 28

1 upon separation of employment, Defendants failed to pay for these earned wages at
2 the “final rate” as required by Labor Code § 227.3.

3 6. To illustrate, at the time of (and leading up to) Plaintiff’s termination,
4 she was paid a base hourly rate plus additional hourly compensation in the form of
5 shift differential pay (*e.g.*, “Temp Pay Differential”). However, despite that
6 Plaintiff’s “final rate” at the time of her termination was comprised of her base
7 hourly rate *plus* the shift differential, Defendants paid Plaintiff’s accrued and
8 unused vacation at only the base hourly rate.

9 7. As a result, Plaintiff and the Represented Employees did not receive
10 compensation for all accrued but unused vacation hours at the “final rate” upon
11 separation of employment – in violation of Labor Code § 227.3.

12 8. Additionally, because of the failure to pay vested vacation at the
13 proper rate of pay, Defendants failed to pay all wages due and owing to Plaintiff
14 and the Represented Employees upon separation of employment, in violation of
15 Labor Code §§ 201 – 203.

16 9. Plaintiff brings this lawsuit seeking declaratory, injunctive, and
17 monetary relief against Defendants and each of them, on behalf of herself and the
18 Represented Employees to recover, among other things, all unpaid wages, statutory
19 penalties, attorneys’ fees and costs pursuant to California Labor Code §§ 201 – 203
20 and 227.3, among possibly other sections inadvertently omitted. Plaintiff also
21 reserves the right to name additional representatives throughout the State of
22 California.

23 **II. JURISDICTION**

24 10. This Court has jurisdiction over the claims for relief of Plaintiff and
25 the Represented Employees pursuant to the Labor Code and the IWC Wage
26 Orders.

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1 **III. VENUE**

2 11. Venue as to each Defendant is proper in this Court, pursuant to Code
3 of Civil Procedure § 395(a) and 395.5. Defendants transact business in Riverside
4 County and the unlawful acts alleged herein have a direct effect on Plaintiff and
5 the Represented Employees in Riverside County. Furthermore, Defendants
6 employed or employ Plaintiff and Represented Employees in Riverside County.

7 **IV. PARTIES**

8 **Plaintiff**

9 12. Plaintiff and Class Representative Cinnamon Mills was employed by
10 Defendants from approximately 2016 through May 2020, and performed work for
11 Defendants in Riverside County, California.

12 **Defendants**

13 13. Plaintiff is informed and believes and thereon alleges that Defendant
14 Target Corporation is a Minnesota Corporation authorized to and doing business in
15 Riverside County, California, and is and/or was the legal employer of Plaintiff and
16 the Represented Employees during the applicable statutory periods.

17 14. Plaintiff is ignorant of the true names, capacities, relationships, and
18 extent of participation in the conduct herein alleged, of Defendants sued herein as
19 DOES 1 through 10, inclusive, but on information and belief alleges that those
20 Defendants are legally responsible for the payment of penalties and damages to
21 Plaintiff and all Represented Employees by virtue of Defendants' unlawful actions
22 and practices and therefore sue these Defendants by such fictitious names. Plaintiff
23 will amend this complaint to allege the true names and capacities of the DOE
24 Defendants when ascertained.

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

1 to the other Defendants. On information and belief, a unity of interest and
 2 ownership between each Defendant exists such that all Defendants acted as a
 3 single employer of Plaintiff and other similarly situated employees.

4 **V. CLASS ACTION ALLEGATIONS**

5 16. Plaintiff incorporates the preceding paragraphs of the First Amended
 6 Complaint as if fully alleged herein.

7 17. Plaintiff brings this action on behalf of herself and all others similarly
 8 situated as a class action pursuant to Code of Civil Procedure § 382.

9 18. The relevant time period for this class action is defined as the time
 10 period beginning four years prior to the filing of this action until class certification
 11 (the “Relevant Time Period”).

12 19. The Class, also referred to as the “Represented Employees,” that
 13 Plaintiff seeks to represent is defined as follows:

14 All former non-exempt employees that were employed
 15 by Defendants in the State of California that, during the
 16 Relevant Time Period, (a) received shift differential pay,
 17 (b) had vested vacation owed upon separation of
 18 employment, and (c) upon separation of employment,
 19 were paid for vested vacation at a rate that did not
 20 include the shift differential pay.

21 20. Plaintiff reserves the right to amend or modify the class description
 22 with greater specificity or further division into subclasses or limitation to particular
 23 issues as appropriate.

24 21. Plaintiff, as Class Representative, is a member of the class that she
 25 seeks to represent.

26 22. This action has been brought and may properly be maintained as a
 27 class action under Code of Civil Procedure § 382 because there is a well-defined
 28

1 community of interest in the litigation and the proposed class is easily
2 ascertainable from Defendants' personnel and payroll records.

3 23. **Numerosity:** The potential members of the Class as defined are so
4 numerous that a joinder of all Represented Employees is impracticable. Although
5 the exact number is currently unknown to Plaintiff, this information is easily
6 ascertainable from Defendants' payroll and personnel records.

7 24. **Commonality:** There are questions of law and fact common to the
8 class which predominate over any questions affecting only individual members of
9 the class, including without limitation:

10 i. Whether Defendants violated the California Labor Code by
11 failing to compensate Plaintiff and the Represented Employees for all accrued but
12 unused vacation hours at the "final rate" of pay upon separation of employment;

13 ii. Whether Defendants violated the California Labor Code by
14 failing to pay all wages due upon separation of employment between Defendants
15 and the Represented Employees, whether such separation was voluntary or
16 involuntary

17 iii. Whether Defendants violated California Business &
18 Professions Code §§ 17200 *et seq.* due to the failure to pay vested vacation upon
19 separation of employment and failure to pay all wages owed upon separation of
20 employment;

21 iv. Whether Defendants violated § 17200 *et seq.* of the California
22 Business and Professions Code and, without limitation, California Labor Code §§
23 201, 202, 203, and 227.3, among possibly other sections inadvertently omitted, and
24 the applicable IWC Wage Order, which violations constitute false, fraudulent,
25 unlawful, unfair and deceptive business practices; and

26 v. Whether Plaintiff and Represented Employees are entitled to
27 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*
28

1 25. **Typicality:** Plaintiff's claims, as the Class Representative, are typical
 2 of the claims of The Class. Plaintiff, like other members of The Class, was
 3 subjected to Defendants' ongoing Labor Code and Wage Order violations
 4 including those pertaining to the failure to pay vested vacation and failure to pay
 5 all wages owed upon separation of employment, and Plaintiff further seeks the
 6 same types of damages, penalties, and other relief on the same theories and legal
 7 grounds as the members of the Class that she seeks to represent.

8 26. **Adequacy of Representation.** Plaintiff, as the Class Representative,
 9 will fairly and adequately represent and protect the interests of the Class. Plaintiff's
 10 interests are not in conflict with those of the Class. Class Representatives' counsel
 11 are competent and experienced in litigating large employment class actions and
 12 other complex litigation matters, including cases like this case.

13 27. **Superiority of Class Action.** Class certification is appropriate
 14 because a class action is superior to other available means for the fair and efficient
 15 adjudication of this controversy. Individual joinder of all Represented Employees
 16 is not practicable, and questions of law and fact common to the Class predominate
 17 over any questions affecting only individual members of the Class. Each
 18 Represented Employee has been damaged and is entitled to recovery by reason of
 19 Defendants' illegal policies and practices set forth above. Class action treatment
 20 will allow those similarly situated persons to litigate their claims in the manner that
 21 is most efficient and economical for the parties and the judicial system.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY VESTED VACATION ON SEPARATION OF** 24 **EMPLOYMENT**

25 (Labor Code § 227.3)

26 28. Plaintiff incorporates the preceding paragraphs of the First Amended
 27 Complaint as if fully alleged herein.
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1 29. Plaintiff and the Represented Employees were employees of
2 Defendants who did not receive proper protections and benefits of the laws
3 governing the payment of vested vacation time and/or paid time off upon
4 separation of employment.

5 30. Pursuant to Labor Code § 227.3, an employer that has implemented a
6 paid vacation, paid time off, or compensated time off policy must, upon an
7 employee's separation from employment, pay to the employee all vested but
8 unused vacation and/or paid time off at her final rate of pay.

9 31. At all relevant times, Defendants utilized a policy and practice
10 through which Plaintiff and the Represented Employees accrued vacation hours.
11 However, on the occasions when Plaintiff and the Represented Employees had
12 accrued but unused vacation hours upon separation of employment, Defendants
13 failed to pay for these earned wages at the "final rate" as required by Labor Code §
14 227.3.

15 32. To illustrate, at the time of (and leading up to) Plaintiff's termination,
16 she was paid a base hourly rate plus additional hourly compensation in the form of
17 shift differential pay (*e.g.*, "Temp Pay Differential"). However, despite that
18 Plaintiff's "final rate" at the time of her termination was comprised of her base
19 hourly rate plus the shift differential, Defendants paid Plaintiff's accrued and
20 unused vacation at only the base hourly rate.

21 33. As a result, Plaintiff and the Represented Employees did not receive
22 compensation for all accrued but unused vacation hours at the "final rate" upon
23 separation of employment – in violation of Labor Code § 227.3.

24 34. At all relevant times herein, Defendants failed to pay the Represented
25 Employees, including Plaintiff, all vested but unused vacation time and/or paid
26 time off upon separation from employment, thereby receiving an economic benefit.

27 35. Plaintiff is informed and believes and thereon alleges that Defendants,
28 and each of them, knowingly refused to perform their obligations to compensate

1 the Represented Employees for all vested but unused vacation time and/or paid
2 time off upon separation from employment.

3 36. As a result of Defendants' violations of Labor Code § 227.3, Plaintiff
4 and the Represented Employees seek to recover the unpaid vacation hours, as well
5 as penalties, interest, attorneys' fees, and costs as permitted under California law.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO TIMELY PAY FINAL WAGES**

8 (Labor Code §§ 201 – 203)

9 37. Plaintiff incorporates the preceding paragraphs of the First Amended
10 Complaint as if fully alleged herein.

11 38. Plaintiff and the Represented Employees are and/or were former
12 employees of Defendants who did not receive proper protections and benefits of
13 the laws governing the timing and payment of wages upon separation of
14 employment.

15 39. Labor Code § 201 requires that the employer immediately pay any
16 wages, without abatement or reduction, to any employee who is discharged.

17 40. Labor Code § 202 requires that the employer pay all wages earned and
18 unpaid, without abatement or reduction, no later than 72 hours of receiving an
19 employee's notice of intent to quit or immediately at the time of quitting if at least
20 a 72-hour notice was provided.

21 41. Labor Code §§ 201-203 cause the unpaid wages of the employee to
22 continue as a penalty from the due date thereof at the same rate until paid or until
23 an action therefore is commenced, but the wages shall not continue for more than
24 thirty (30) days.

25 42. At all relevant times, Defendants employed a policy and practice
26 whereby, upon separation of employment, Plaintiff and the Represented
27 Employees were not paid accrued and unused vacation hours at the "final rate" of
28 pay as required by Labor Code § 227.3. As a result, Defendants failed to pay all

1 wages due and owing to Plaintiff and the Represented Employees upon separation
2 of employment, in violation of Labor Code §§ 201 – 203.

3 43. Plaintiff alleges that, at all times material to this action, Defendants
4 had a planned pattern and practice of failing to timely pay Plaintiff and the
5 Represented Employees all wages due and owing upon separation of employment
6 as required by Labor Code §§ 201 and 202. Consequently, pursuant to Labor Code
7 § 203, Defendants owe Plaintiff and the Represented Employees the above-
8 described waiting time penalty, all in an amount to be shown according to proof at
9 trial and within the jurisdiction of this Court.

10 **THIRD CAUSE OF ACTION**

11 **UNFAIR AND UNLAWFUL COMPETITION**

12 (Business and Professions Code § 17200 *et seq.*)

13 44. Plaintiff incorporates the preceding paragraphs of the First Amended
14 Complaint as if fully alleged herein.

15 45. California Business & Professions Code § 17200, *et seq.*, prohibits
16 acts of unfair competition, which includes any “unlawful, unfair or fraudulent
17 business act or practice.” The Represented Employees, including Plaintiff, have
18 suffered and continue to suffer injuries in fact, due to the unfair and unlawful
19 business practices of Defendants as alleged herein.

20 46. Defendants, and each of them, are “persons” as defined under
21 Business & Professions Code § 17021.

22 47. As alleged herein, Defendants engaged in conduct that violated
23 California’s wage and hour laws, including failure to pay vested vacation hours at
24 the final rate of pay upon separation of employment, as well as the failure to timely
25 pay all wages owed upon separation of employment, all to decrease their costs and
26 increase their profits.
27
28

1 48. At all times relevant herein, Defendants did not pay Plaintiff and the
2 Represented Employees wages and monies and other financial obligations to which
3 they were entitled.

4 49. As a result of Defendants' failure to comply with the Labor Code and
5 IWC Orders, Represented Employees, including Plaintiff, suffered a loss of wages
6 and monies, all in an amount to be shown according to proof at trial. Defendants'
7 ongoing violations of the foregoing statutes and laws constitute a violation of Bus.
8 & Prof. Code § 17200, *et seq.*

9 50. Defendants' violations of the California Labor Code and IWC Wage
10 Orders and its scheme to lower its payroll costs as alleged herein, constitute
11 unlawful and unfair business practices because it was done in a systematic manner
12 over a period of time to the detriment of the Plaintiff and all others similarly-
13 situated.

14 51. Defendants' conduct, as alleged herein, has been, and continues to be,
15 unfair, unlawful, and harmful to Plaintiff, other Represented Employees, and to the
16 general public. Plaintiff seeks to enforce important rights affecting the public
17 interest within the meaning of Code of Civil Procedure § 1021.5.

18 52. A violation of California Business & Professions Code § 17200, *et*
19 *seq.* may be predicated on the violation of any state or federal law. All of the acts
20 described herein as violations of, among other things, the California Labor Code
21 and IWC Wage Orders, are unlawful and in violation of public policy, and
22 constitute unfair, unlawful and/or fraudulent business practices in violation of
23 California Business and Professions Code §§ 17200, *et seq.*

24 53. Plaintiff, individually, and on behalf of the Represented Employees,
25 has no plain, speedy, and/or adequate remedy at law to redress the injuries which
26 they have suffered as a consequence of Defendants' unfair, unlawful and/or
27 fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent
28 business practices described above, Plaintiff, individually, and on behalf of the

1 Represented Employees, has suffered and will continue to suffer irreparable harm
 2 unless Defendants, and each of them, are restrained from continuing to engage in
 3 said unfair, unlawful and/or fraudulent business practices.

4 54. Plaintiff, individually, and on behalf of the Represented Employees, is
 5 entitled to, and does, seek such relief as may be necessary to disgorge the profits
 6 which Defendants have acquired, or of which Plaintiff and Represented Employees
 7 have been deprived, by means of the above-described unfair, unlawful and/or
 8 fraudulent business practices. Plaintiff and the Represented Employees are not
 9 obligated to establish individual knowledge of the unfair practices of Defendants in
 10 order to recover restitution.

11 55. Plaintiff, individually, and on behalf of the Represented Employees, is
 12 further entitled to and does seek a declaration that the above described business
 13 practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining
 14 Defendants, and each of them, from engaging in any of the above-described unfair,
 15 unlawful and/or fraudulent business practices in the future.

16 56. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff
 17 and the Represented Employees are entitled to restitution of the wages withheld
 18 and retained by Defendants during a period that commences four years prior to the
 19 filing of this complaint; a permanent injunction requiring Defendants to pay all
 20 outstanding wages due to Plaintiff and Represented Employees; an award of
 21 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other
 22 applicable laws; and an award of costs.

23 **VI. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT CAUSES**
 24 **OF ACTION (Cal. Lab. Code. §§ 2698 – 2699.5)**

25 57. Plaintiff incorporates the preceding paragraphs of the First Amended
 26 Complaint as if fully alleged herein.

27 58. Plaintiff is an “aggrieved employee” under the PAGA as she was
 28 employed by Defendants during the applicable statutory period and suffered one or

1 more of the Labor Code violations alleged herein. As such, Plaintiff may recover
 2 the remedies described herein in a civil action filed on behalf of herself and all
 3 other similarly situated current and former aggrieved employees in California
 4 against whom one or more of the alleged violations was committed (hereinafter the
 5 “Aggrieved Employees”).

6 59. Plaintiff seeks to recover all applicable and available PAGA remedies
 7 pursuant to Labor Code § 2699, as well as attorneys’ fees, costs, and/or other
 8 damages as permitted by PAGA through a representative action pursuant to the
 9 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
 10 Cal.4th 969. Therefore, Plaintiff is not required to, nor does she, seek class
 11 certification of the PAGA claims under Code of Civil Procedure § 382.

12 60. Pursuant to Labor Code § 2699.3(a), on June 10, 2020, Plaintiff gave
 13 written notice by online filing to the Labor and Workforce Development Agency
 14 (“LWDA”) and by certified mail to Defendants of the specific provisions of the
 15 Labor Code alleged to have been violated, including the facts and theories to
 16 support the alleged violations. More than sixty-five (65) days have elapsed since
 17 the date Plaintiff provided written notice of the claims alleged herein without the
 18 LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has
 19 fully satisfied the administrative prerequisites to suit under the PAGA.

20 **FOURTH CAUSE OF ACTION**

21 **PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION**

22 (Labor Code § 227.3)

23 61. Plaintiff incorporates the preceding paragraphs of the First Amended
 24 Complaint as if fully alleged herein.

25 62. Plaintiff and the Aggrieved Employees are and/or were employees of
 26 Defendants who did not receive proper protections and benefits of the laws
 27 governing the payment of vested vacation time and/or paid time off upon
 28 separation of employment.

63. Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon an employee's separation from employment, pay to the employee all vested but unused vacation and/or paid time off at her final rate of pay.

64. At all relevant times, Defendants utilized a policy and practice through which Plaintiff and the Aggrieved Employees accrued vacation hours. However, on the occasions when Plaintiff and the Aggrieved Employees had accrued but unused vacation hours upon separation of employment, Defendants failed to pay for these earned wages at the "final rate" as required by Labor Code § 227.3.

65. To illustrate, at the time of (and leading up to) Plaintiff's termination, she was paid a base hourly rate plus additional hourly compensation in the form of shift differential pay (*e.g.*, "Temp Pay Differential"). However, despite that Plaintiff's "final rate" at the time of her termination was comprised of her base hourly rate plus the shift differential, Defendants paid Plaintiff's accrued and unused vacation at only the base hourly rate.

66. As a result, Plaintiff and the Aggrieved Employees did not receive compensation for all accrued but unused vacation hours at the "final rate" upon separation of employment – in violation of Labor Code § 227.3.

67. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and any other damages permitted under the PAGA.

FIFTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201 – 203)

68. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

69. Labor Code § 201 requires that the employer immediately pay any wages, without abatement or reduction, to any employee who is discharged.

70. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

71. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

72. At all relevant times, Defendants employed a policy and practice whereby, upon separation of employment, Plaintiff and the Aggrieved Employees were not paid accrued and unused vacation hours at the “final rate” of pay as required by Labor Code § 227.3. As a result, Defendants failed to pay all wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment, in violation of Labor Code §§ 201 – 203.

73. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys’ fees, costs, and any other damages permitted under the PAGA.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, on a representative basis, and on behalf of the Represented Employees, prays for judgment and relief against Defendants, jointly and severally, as follows:

1. As to the Fourth and Fifth Causes of Action, the assessment of all remedies and/or penalties available under PAGA;
2. For reasonable attorneys’ fees and costs as permitted under PAGA;

1 3. That the First through Third Causes of Action be certified as a class
2 action;

3 4. That Plaintiff be appointed as Class Representative;

4 5. That counsel for Plaintiff be appointed Class Counsel;

5 6. For all applicable statutory penalties recoverable under the First
6 through Third Causes of Action to the extent permitted by law, including those
7 pursuant to Labor Code and Orders of the Industrial Welfare Commission;

8 7. For reasonable attorneys' fees, costs of suit, and interest to the extent
9 permitted by law, including those pursuant to the Labor Code;

10 8. For injunctive relief and/or restitution as provided by the Labor Code
11 and Business and Professions Code § 17200, *et seq.*;

12 9. For a declaratory judgment that Defendants have violated Labor Code
13 §§ 201, 202, 203, and 227.3, among other sections inadvertently omitted;

14 10. For an award of damages in the amount of unpaid compensation
15 including, but not limited to, unpaid vested vacation wages and penalties according
16 to proof, including interest thereon;

17 11. For pre- and post-judgment interest; and

18 12. For such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 WHEREFORE, Plaintiff, on behalf of herself and all others similarly
21 situated, hereby demands a jury trial as to the First through Third Causes of Action
22 pled herein.

23
24 Dated: September 4, 2020

FERNANDEZ & LAUBY LLP

25
26 BY: _____

27 Brian J. Mankin, Esq.
28 Peter J. Carlson, Esq.
Attorneys for Plaintiff