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Attorneys for Plaintiff, ROBERT BRIDGEMAN
on behalf of himself and all others similarly situated

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

ROBERT BRIDGEMAN, on behalf of himself
and all others similarly situated

Plaintiff,

vs.

UNITED EDUCATION INSTITUTE a
California corporation, INTERNATIONAL
EDUCATION CORPORATION and DOES 1
through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 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

Plaintiff, ROBERT BRIDGEMAN on behalf of himself and all others similarly situated
assert claims against Defendants UNITED EDUCATION INSTITUTE, INTERNATIONAL

1 EDUCATION CORPORATION and DOES 1 through 50, inclusive (hereinafter collectively
2 referred to as "Defendants") as follows:

3 **I.**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
6 against Defendants and any subsidiaries and affiliated companies (hereinafter ““Defendants””)
7 on behalf of Plaintiff ROBERT BRIDGEMAN (hereinafter “Plaintiff”) and all employees not
8 classified as “Exempt” or primarily employed in executive, professional, or administrative
9 capacities, employed by, or formerly employed by Defendants in California. (hereinafter
10 referred to as “Non-Exempt Employees” and/or “Class Members”).

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

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

22 4. Plaintiff on behalf of himself and Class Members, bring this action pursuant to
23 Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, 2802 Title 8, Section
24 11040 and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking
25 unpaid lawful wages, unpaid rest and meal period compensation, expense reimbursement,
26 penalties and other equitable relief, and reasonable attorneys’ fees and costs.

1 **II.**

2 **VENUE**

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

8 **III.**

9 **PARTIES**

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

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

16 8. The true names and capacities of Defendants, whether individual, corporate,
17 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
18 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil
19 Procedure section 474. Plaintiff is informed and believes, and based thereon allege that each of
20 the Defendants designated herein as a DOE is legally responsible in some manner for the
21 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
22 reflect the true names and capacities of the Defendants designated hereinafter as DOES when
23 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. Upon information and belief, Defendant UNITED EDUCATION INSTITUTE
4 is a California corporation which owns and operates “UEI Colleges” throughout California
5 which provide short term technical and vocational education to students in preparation for entry
6 level positions in industries such as healthcare, business and skilled trades.

7 11. Upon information and belief, Defendant INTERNATIONAL EDUCATION
8 CORPORATION is a California corporation which owns and operates UNITED EDUCATION
9 INSTITUTE.

10 12. Plaintiff was employed by Defendants as an instructor and primarily worked in the
11 UEI College campus located in Anaheim, California from on or about March 2019 through on
12 or about December 2019. During his employment, although he was typically scheduled to
13 work five hour shifts Monday through Thursday, Plaintiff worked shifts that varied between 5
14 hours and over 8 hours.

15 13. During the relevant time period, Defendants implemented a policy and practice
16 in which Plaintiff and similarly situated Class Members performed work off the clock for
17 which they did not receive compensation. For instance, prior to the start of their shifts,
18 Defendants required instructors to contact their students in advance to confirm their attendance
19 for the scheduled class. Likewise, Plaintiff was contacted by students after the end of his work
20 shift when he was “off the clock.” Plaintiff and, upon information and belief, Class Members
21 were not compensated for work performed “off the clock” prior to the start of their shift and/or
22 after the end of their shift.

23 14. During the relevant time period, Defendants failed to pay proper overtime
24 compensation when Non Exempt Employees worked in excess of eight (8) hours in a workday
25 and/or forty (40) hours in a workweek at the rate of time and one-half (1 1/2) of such
26 employee’s regular rate of pay.

27 15. During the relevant time period, Defendants failed to pay minimum wage for
28 time spent by Plaintiff and Class Members working “off the clock” prior to and after their

1 scheduled shifts and without compensation.

2 16. During the relevant time period, due to the time constraints imposed by
3 Defendants during each shift, Plaintiff and Class Members were required to work in excess of
4 five (5) hours without a minimum, uninterrupted thirty (30) minute meal period and were not
5 compensated one (1) hour of pay at their regular rate of compensation for each workday that a
6 compliant meal period was not provided, in violation of California labor laws, regulations and
7 IWC Wage Order.

8 17. During the relevant time period, Plaintiff Garcia, and Class Members were not
9 able to take a full 30 minute meal period during the shifts in which they worked in excess of 5
10 hours.

11 18. During the relevant time period, to the workload requirements and time
12 constraints imposed by Defendants, Plaintiff and similarly situated Class Members were
13 frequently required to work without being permitted or authorized a minimum ten (10) minute
14 rest period for every four hours or major fraction thereof. Plaintiff and Class Members were
15 not compensated one (1) hour of pay at their regular rate of compensation for each workday
16 that a compliant rest period was not provided, in violation of California labor laws, regulations,
17 and IWC Wage Orders.

18 19. During the relevant time period, Plaintiff and similarly situated Class Members
19 were required to use their personal phones in the performance of their job duties. For instance,
20 Plaintiff was required to use his personal phone to communicate with students. Also, Plaintiff
21 and similarly situated Class Members used Paycom app to clock in and out for their shifts and
22 meal periods. Plaintiff and, upon information and belief, Class Members did not receive
23 reimbursement for the use of their personal phones in the performance of their job duties.

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

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

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

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

V.

CLASS ACTION ALLEGATIONS

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

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

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

1 accurately and fully paid all lawful wages owed to them including
2 minimum wages for all their hours worked;

3 c. All persons who are or were employed by Defendants in the state of
4 California to work for UNITED EDUCATION INSTITUTE, as hourly
5 non-exempt employees who, within the liability period, have not been
6 provided a timely and/or uninterrupted 30 minute meal period when they
7 worked over five hours and were not provided compensation in lieu
8 thereof;

9 d. All persons who are or were employed by Defendants in the state of
10 California to work for UNITED EDUCATION INSTITUTE, as hourly
11 non-exempt employees who, within the liability period, have not been
12 provided a minimum ten (10) minute rest period for every four (4) hours
13 or major fraction thereof worked per day and were not provided
14 compensation in lieu thereof;

15 e. All persons who are or were employed by Defendants in the state of
16 California to work for UNITED EDUCATION INSTITUTE, who,
17 within the liability period, were required to use of their personal mobile
18 phones/cellphones in the performance of their job duties for which they
19 did not receive reimbursement from Defendants;

20 f. All persons who are or were employed by Defendants in the state of
21 California to work for UNITED EDUCATION INSTITUTE, as hourly
22 non-exempt employees who, within the liability period, were not timely
23 paid all wages due and owed to them upon the termination of their
24 employment with Defendants; and

25 g. . All persons who are or were employed by Defendants in the state of
26 California to work for UNITED EDUCATION INSTITUTE, as hourly
27 non-exempt employees who, within the liability period, were not
28 provided with accurate and complete itemized wage statements.

1 26. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
2 or modify the class description with greater specificity or further division into subclasses or
3 limitation to particular issues.

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

7 **A. Numerosity**

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

13 **B. Commonality**

14 29. There are questions of law and fact common to the Class predominating over any
15 questions affecting only individual Class Members. These common questions of law and fact
16 include, without limitation:

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

22 ii. Whether Defendants o violated Labor Codes sections 200, 1194, and 1197 for
23 failing to pay minimum wages for time spent under the Defendants' control, and
24 working 'off the clock' without pay;

25 iii. Whether Defendants violated Labor Code §§226.7, 512 and applicable IWC
26 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
27 Exempt Employees on days in which they worked in excess of 5 hours and failing to
28 compensate said employees one hour wages in lieu of meal periods;

- 1 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
2 Wage Orders by failing to authorize and permit minimum 10 minute rest periods to
3 Non-Exempt Employees for every four hours or major fraction thereof worked and
4 failing to compensate said employees one hours wages in lieu of rest periods;
- 5 v. Whether Defendants violated Labor Code §2802 and applicable IWC Wage
6 Orders for failing to indemnify employees for the expenditures incurred in the
7 performance of their job duties (i.e., requiring that Plaintiff and similarly situated Class
8 Members use their phones in the performance of their job duties);
- 9 vi. Whether Defendants violated sections 201-202 of the Labor Code by failing to
10 pay all earned wages and/or premium wages due and owing at the time that any Class
11 Members' employment with Defendants terminated;
- 12 vii. Whether Defendants violated sections 226 of the Labor Code and applicable
13 IWC Wage Orders by failing to, among other violations, maintain accurate records of
14 Non-Exempt Employees' earned wages, work periods, meal periods and deductions;
- 15 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
16 Professions Code by failing to comply with Labor Code sections 201, 202, 204, 226,
17 226.7, 510, 512, 1194, 1197, 1199, 2802 and applicable IWC Wage Orders
- 18 ix. Whether Defendants violated section 17200 *et seq.* of the Business and
19 Professions Code and Labor Code sections 201, 202, 204, 226, 226.7, 510, 512, 1194,
20 1197,1199, 2802 and applicable IWC Wage Orders which violation constitutes a
21 violation of fundamental public policy;

22 **C. Typicality**

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

27 **D. Adequacy of Representation**

28 31. 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

32. 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.

33. 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 and/or Minimum Wages
(Lab. Code §§510, 1194, 1199)
(Against All Defendants)

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

35. As discussed herein, during the liability period Defendants' policies, practices and work shift requirements resulted in Plaintiff and Class Members working "off the clock" and not receiving compensation for all earned wages including overtime and/or minimum wage in violation of California state wage and hour laws.

36. 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

1 of pay.

2 37. During the liability period, Defendants' policies and/or practices resulted in
3 Plaintiff and Non Exempt Employees not receiving minimum wages for time working off the
4 clock without pay. Labor Code §1197 provides that employees are to be paid minimum wage
5 for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage
6 than the established is unlawful

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

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

14 **Second Cause of Action**

15 Failure to Provide Lawful Meal Periods
16 Or Compensation in Lieu Thereof
17 (Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

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

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

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

1 43. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
2 represent have been deprived of premium wages in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
4 §226.7.

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

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

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

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

17 47. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
18 represent have been deprived of premium wages in amounts to be determined at trial, and are
19 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
20 §226.7.

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

23 **Fourth Cause of Action**
24 Failure to Reimburse Employee Expenses
25 (Lab. Code § 2802)
 (Against All Defendants)

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

28 50. By their policy and/or practice of unlawfully requiring that Employees use their

own personal phones in the performance of their job duties without reimbursement, Defendant willfully violated the provisions of Lab. Code § 2802.

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

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

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

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

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

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

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

57. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as

described herein and below.

Sixth 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 Plaintiffs 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 he seeks to represent request relief as described herein and below.

Seventh 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.

1 64. Business & Professions Code Section 17200 provides:

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

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

9 66. Defendants' violations of Business and Professions Code section 16600 set forth
10 above constitute unlawful and/or unfair business acts or practices.

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

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

16 69. As a direct and proximate result of the unfair business practices of Defendants,
17 and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are
18 entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and
19 members of the Class as a result of the business acts and practices described herein.

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

22 **VII.**

23 **PRAYER**

24 WHEREFORE, Plaintiff prays for judgment as follows:

- 25 1. That the Court determine that this action may be maintained as a class action;
- 26 2. For compensatory damages in an amount according to proof with interest thereon;
- 27 3. For economic and/or special damages in an amount according to proof with interest
28 thereon;
4. For premium wages pursuant to Labor Code §§226.7 and 512;

- 1 5. For premium pay and penalties pursuant to Labor Code §203, 226;
2 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194, and
3 2802
4 7. For such other and further relief as the Court deems just and proper.
5

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
8
9

10 **Dated: June 5, 2020**

JAMES HAWKINS, APLC

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13 James R. Hawkins, Esq.
14 Isandra Y. Fernandez, Esq.
15 Attorneys for Plaintiff
16 ROBERT BRIDGEMAN
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