

COPY

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 06 2020

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

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Dr., Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

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

MICHAEL IBARRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TOYOTA LOGISTICS SERVICES, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 20STCV29023

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197, 1198);
- (2) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (3) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226, *et seq.*);
- (4) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200 *et seq.*).**
- (5) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE §§ 2698, *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Michael Ibarra (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant Toyota Logistics Services, Inc., a California Corporation; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 204, 226, 226.7, 512, 558, 1182.12, 1194, 1194.2, 1197,
9 1198, 2698, *et seq.* and Industrial Welfare Commission Wage Order 7 (“Wage Order 7”), in
10 addition to seeking declaratory relief and restitution. This Complaint is brought pursuant to
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
12 of the Labor Code because the amount in controversy exceeds the Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in the Los Angeles County. Defendants own, maintain offices, transact business, have
17 an agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
18 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
21 is, a California resident. Within the statute of limitations periods applicable to each cause of action
22 pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff is a victim
23 of Defendants’ policies and/or practices complained of herein, lost money and/or property, and
24 have been deprived of the rights guaranteed by Labor Code §§ 204, 226, 226.7, 512, 558, 1182.12,
25 1194, 1194.2, 1197, 1198, 2698, *et seq.* and Business & Professions Code § 17200 *et seq.* (“Unfair
26 Competition Law”), and Wage Order 7, which sets employment standards for the mercantile
27 industry, which includes any “industry, business, or establishment operated for the purpose of
28 purchasing, selling or distributing goods or commodities at wholesale or retail.”

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this action continuing to the present, Defendants did (and continue
3 to do) business by processing, distributing, and installing parts on vehicles, and employed
4 Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County and the
5 state of California and, therefore, were (and are) doing business in Los Angeles County and the
6 State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
11 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined in Paragraph 14) to be subject to the
14 unlawful employment practices, wrongs, injuries and damages complained of herein.

15 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, and at all times herein mentioned were acting within the course and scope
21 of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
22 otherwise ratified each and every one of the acts or omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
27 members of the Classes.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

10. During Plaintiff's employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Plaintiff clocked in and out for his shifts by swiping his ID badge; however, Defendants only paid Plaintiff and other non-exempt employees in increments of a half of an hour, so that over a period of time they have been deprived of all earned minimum wages. Due to Defendants' timekeeping practices that failed to compensate for all hours worked, Plaintiff was not compensated for all required wages earned.

11. Plaintiff was not provided with all required meal periods due to Defendants' meal period policies/practices, which fail to provide a timely meal period of at least 30-minutes in duration, commencing before the conclusion of the fifth hour of work. Upon information and belief, during at least a portion of the relevant time period, Defendants' daily practice was to ring a bell signaling the start of Plaintiff and other non-exempt employees' meal period at 11:30 a.m. and to ring a bell at 12:00 p.m. signaling the end of their meal periods. During the time period in which Defendants implemented a bell schedule, Plaintiff and other non-exempt employees were not allowed to leave their work stations until 11:30 a.m. when the bell rang, and were required to be back at their assigned work stations when the final bell rang at 12:00 p.m. As a result of Defendants' bell system, Plaintiff and other non-exempt employees were forced to take "short" meal periods in order to be back at their work stations by 12:00 p.m., as Plaintiff and other non-exempt employees' meal periods were often less than a full 30 minutes. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

4

12. Defendants have also issued inaccurate wage statements to Plaintiff and other non-exempt employees because, among other things, the wage statements issued do not include all wages earned, fail to accurately include all applicable hourly rates of pay, the corresponding number of hours worked at each rate, total hours worked, and fail to reflect meal period premium pay for all meal period violations. Defendants have also issued facially deficient wage statements that failed to include the address of the legal entity that is the employer, in violation of Labor Code § 226(a)(8).

13. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days are suspended from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for each cause of action pled herein have been calculated based on a filing date of April 6, 2020.

CLASS ACTION ALLEGATIONS

14. **Class Definitions:** Plaintiff bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the period of April 6, 2016 through the present.
- b. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the period of April 6, 2016 through the present.
- c. The Wage Statement Class consists of all members of the Minimum Wage Class and/or Meal Period Class who received a wage statement during the period of April 6, 2019 through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

1 **16. Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual members,
4 including, without limitation:

- 5 i. Whether Defendants' timekeeping policies and/or practices resulted in the failure
6 to properly compensate members of the Minimum Wage Classes for all hours
7 actually worked;
- 8 ii. Whether Defendants provided all legally compliant meal periods to members of
9 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 10 iii. Whether Defendants provided meal period premium payments for missed or non-
11 compliant meal periods; and
- 12 iv. Whether Defendants furnished legally compliant wage statements to members of
13 the Class pursuant to Labor Code § 226;

14 **17. Predominance of Common Questions:** Common questions of law and fact
15 predominate over questions that affect only individual members of the Classes. The common
16 questions of law set forth above are numerous and substantial and stem from Defendants' policies
17 and/or practices applicable to each individual class member, such as Defendants' uniform
18 timekeeping and meal period policies/practices. As such, the common questions predominate over
19 individual questions concerning each individual class member's showing as to their eligibility for
20 recovery or as to the amount of their damages.

21 **18. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
22 Plaintiff was employed by Defendants as non-exempt employee in California during the statute(s)
23 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
24 Plaintiff, like the members of the Classes, was deprived of all earned minimum wages, was not
25 provided all required meal periods.

26 **19. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
27 to represent fairly and adequately the interests of the members of the Classes. Moreover,
28 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

20. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 14 are maintainable as a Class under § 382 of the Code of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 22. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
6 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
7 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
8 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
9 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
10 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
11 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
12 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
13 subject to the control of Defendants and/or suffered or permitted to work under the California
14 Labor Code and Wage Order 7.

15 23. California Labor Code § 1198 makes unlawful the employment of an employee
16 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
17 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
18 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
19 amount equal to the wages due and interest thereon.

20 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
21 members of the Minimum Wage Class seek unpaid all minimum wages; penalties pursuant to
22 Wage Order 7 § 20(A) and California Labor Code § 1199; interest pursuant to California Labor
23 Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to
24 California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor
25 Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

26 ///

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods
8 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11. Despite
9 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
10 of the Meal Period Class at their respective regular rates of compensation, in accordance with
11 California Labor Code §§ 204, 210, 226.7, and 512.

12 27. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 7,
14 including interest thereon, statutory penalties, civil penalties, and costs of suit.

15 **THIRD CAUSE OF ACTION**

16 **WAGE STATEMENT VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
21 and members of the Class with complete and accurate wage statements with respect to their actual
22 regular hours worked, total gross wages earned, all rates of pay, and total net wages earned, in
23 violation of Labor Code § 226 *et seq.*

24 30. Defendants' failures in furnishing Plaintiff and members of the Class with
25 complete and accurate itemized wage statements resulted in injury, as said failures led to, among
26 other things, the non-payment of all wages and meal period premiums, and deprived them of the
27 information necessary to identify the discrepancies in Defendants' reported data, as well as the
28 failure to identify the address of the legal entity that is the employer.

31. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

FOURTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to properly pay all wages, provide all required meal periods, and pay premium payments for missed or non-compliant meal periods.

34. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

35. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

36. The acts complained of herein occurred within the last four years immediately preceding April 6, 2020, the date on which Judicial Council Emergency Rule 9 suspended the statute of limitations for civil causes of action that exceed 180 days.

37. Plaintiff was compelled to retain counsel to file this action to protect his and the Classes' interests, to obtain restitution and injunctive relief on behalf of the Classes, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

1 **FIFTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 38. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
5 fully set forth herein.

6 39. Defendants have committed several Labor Code violations against Plaintiff,
7 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
8 within the meaning of Labor Code § 2698 *et seq.* (“PAGA”), acting on behalf of himself and other
9 aggrieved employees, brings this representative action against Defendants to recover the civil
10 penalties due to Plaintiff, other aggrieved employees, and the State of California according to
11 proof, pursuant to Labor Code § 558 and § 2699 (a) and (h) including, but not limited to: (1)
12 \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
13 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
14 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
15 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
16 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
17 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
18 initial violation and \$1,000.00 for each subsequent violation of Lab. Code § 226 pursuant to Labor
19 Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200
20 for each subsequent violation per employee per pay period for those violations of the Labor Code
21 for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 22 a. Failing to compensate Plaintiff and other aggrieved employees the statutory
23 minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12,
24 1194, 1194.2, 1197, and 1198;
- 25 b. Failing to compensate non-union aggrieved employees and union aggrieved
26 employees earning less than 130% the minimum wage all overtime and/or
27 double-time wages owed, in violation of Labor Code §§ 204, 510, 558, 1194, and
28 1198;

- c. Failing to provide Plaintiff and other aggrieved employees with their statutorily mandated meal periods and failing to pay meal period premiums in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate itemized wage statements, in violation of Labor Code § 226;
- e. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice each calendar month in violation of Labor Code § 204;
- f. Failing to timely pay all final wages to aggrieved former employees in violation of Labor Code §§ 201-203; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

40. On or around July 31, 2020 Plaintiff notified Toyota Logistics Services, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in paragraph 39(a)-(g) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

41. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;

1 3. For an order appointing counsel for Plaintiff as Counsel for the Classes;

2 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
3 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
4 1197, and 1198;

5 5. Upon the Second Cause of Action, for compensatory, consequential, general and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
8 226;

9 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
12 *seq.*;

13 8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
14 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
15 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
16 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
17 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
18 unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
19 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
21 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
22 violation of Labor Code § 226 pursuant to Labor Code § 226.3 per employee per pay period;
23 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
24 employee per pay period for those violations of the Labor Code for which no civil penalty is
25 specifically provided, based on the violations of Labor Code sections cited in Paragraph 39 (a)-
26 (g) above;

27 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor
28 Code § 218.6 and Civil Code §§ 3287 and 3289;

1 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

3 11. For such other and further relief the Court may deem just and proper.

4
5 Respectfully submitted,
Dated: October 6, 2020 HAINES LAW GROUP, APC

6
7 By: 
8 Paul K. Haines
 Attorneys for Plaintiff

9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

12 Respectfully submitted,
13 Dated: October 6, 2020 HAINES LAW GROUP, APC

14 By: 
15 Paul K. Haines
16 Attorneys for Plaintiff

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

[illegible]

On October 6, 2020, I served the foregoing document(s) described as:

on the interested party(ies) in this action as follows:

[X] (BY ELECTRONIC MAIL) Pursuant to Emergency Rule # 12 of the California Rules of Court, I sent the document(s) described above from the electronic service address ahernandez@haineslawgroup.com to the electronic service address(es) listed above.

Executed on October 6, 2020, at El Segundo, California.

Alma Hernandez