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10 Attorneys for Plaintiff Felix Dias
11 individually and on behalf of all others similarly situated

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

FELIX DIAS, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PATRIOT ENVIRONMENTAL SERVICES,
INC., a California Corporation, and DOES 1-
50, inclusive,

Defendants.

CASE NO.:

Assigned For All Purposes To:
Judge:
Dept.:

**CLASS ACTION COMPLAINT
FOR:**

1. Failure to Pay Wages Including Overtime;
2. Failure to Pay Reporting Time Pay;
3. Failure to Provide Meal Periods as Required;
4. Failure to Provide Rest Periods as Required;
5. Failure to Pay Timely Wages;
6. Failure to Provide Accurate Itemized Wage Statements; and
7. Violation of Business & Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Felix Dias ("Plaintiff"), individually and on behalf of all others similarly situated
2 (hereinafter collectively referred to as the "Class" or "Class Member"), hereby files this Complaint
3 against Defendant Patriot Environmental Services, Inc.; and DOES 1-50, inclusive (collectively
4 "Defendants") and alleges on information and belief as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to California Code of Civil Procedure §382.
7 The monetary damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits
8 of the California Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California Constitution
10 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
11 except those given by statute to other courts. The statutes under which this action is brought do not
12 give jurisdiction to any other court.

13 3. This Court has jurisdiction over Defendants because, upon information and belief,
14 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
15 avails itself of the California market so as to render the exercise of jurisdiction over it by the
16 California Courts consistent with traditional notions of fair play and substantial justice.

17 4. Venue is proper in this Court because upon information and belief, one or more of
18 the Defendants, reside, transact business, or have offices in this County and/or the acts or
19 omissions alleged herein took place in this County.

20 **II. PARTIES**

21 5. Plaintiff Felix Dias was at all times relevant to this action, a resident of
22 California. Plaintiff was employed by Defendants from approximately January, 2017 through
23 October, 2019, as a non-exempt employee.

24 6. Other than identified herein, Plaintiff is unaware of the true names, capacities,
25 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
26 DOES 1 through 50, but are informed and believe and thereon alleges that said defendants are
27 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
28 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities

1 are ascertained.

2 7. Plaintiff is informed and believes and thereon alleges that each defendant, directly
3 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
4 Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed
5 and believe and thereon allege that each Defendant acted in all respects pertinent to this action as
6 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
7 pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

8 **III. CLASS ACTION ALLEGATION**

9 8. Plaintiff brings this action individually and on behalf of all others similarly
10 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are
11 defined as follows:

12 All persons who are or have been employed by Defendants as non-exempt employees or
13 equivalent positions, however titled, in the state of California within four (4) years from
14 the filing of the Complaint in this action until its resolution. (collectively referred to as the
"Class" or "Class Members").

15 9. Plaintiff also seeks to represent the subclass(es) composed of and defined as
16 follows:

17 Waiting Time Subclass

18 All Class members who separated their employment from Defendants within three years
19 prior to the filing of this action to the present and continuing.

20 10. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
21 applicable laws to amend or modify the class definition with respect to issues or in any other
22 ways. Plaintiff is a member of the Class as well the Subclass.

23 11. The term "Class" includes Plaintiff and all members of the Class and the
24 Subclass, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in this
25 complaint.

26 12. There is a well-defined community of interest in the litigation and the proposed
27 Class is easily ascertainable through the records Defendants are required to keep.

28 13. Numerosity. The members of the Class are so numerous that individual joinder

1 of all of them as plaintiffs is impracticable. While the exact number of the Class Members is
2 unknown to Plaintiff at this time, Plaintiff is informed and believe and thereon alleges that there
3 are at least 100 (one hundred) Class Members.

4 14. Commonality. Common questions of law and fact exist as to all Class
5 Members and predominate over any questions that affect only individual members of the Class.
6 These common questions include, but are not limited to:

7 i. Whether Defendants failed to pay all lawful earned wages to Plaintiff and
8 Class Members, including hours worked for on-call shifts;

9 ii. Whether Defendants deprived Plaintiff and class members of lawful meal
10 periods without compensation;

11 iii. Whether Defendants deprived Plaintiff and class members of lawful rest
12 breaks without compensation;

13 iv. Whether Defendants provided accurate itemized wage statements pursuant
14 to Labor Code section 226;

15 v. Whether Defendants failed to timely pay all wages due to Plaintiff and
16 Subclass members upon termination or within 72 hours of resignation;

17 vi. Whether Defendants' conduct was willful or reckless; and

18 vii. Whether Plaintiff and Class Members are entitled to equitable relief
19 pursuant to Business and Professions Code section 17200, *et. seq.*

20 15. Typicality. Plaintiff's claims herein alleged are typical of those claims which
21 could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of
22 the relief which would be sought by each member of the Class and/or Subclass in separate actions.
23 Plaintiff and all members of the Class and or Subclass sustained injuries and damages arising out
24 of and caused by Defendants' common course of conduct in violation of California laws,
25 regulations, and statutes as alleged herein.

26 16. Adequacy. Plaintiff is qualified to, and will fairly and adequately, protect the
27 interests of each member of the Class and/or Subclass with whom he has a well-defined
28 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an

1 obligation to make known to the Court any relationships, conflicts, or differences with any
2 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
3 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
4 settlement and experienced in handling such matters. Other former and current employees of
5 Defendants may also serve as representatives of the Class and Subclass if needed.

6 17. Superiority. A class action is superior to other available means for the fair and
7 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
8 court. Class action treatment will allow a large number of similarly situated persons to prosecute
9 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
10 duplication of effort and expense that numerous individual actions would require. The damages
11 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
12 and the expense and burden of individual litigation would make it extremely difficult or
13 impossible for the individual Class Members to seek and obtain individual relief. A class action
14 will serve an important public interest by permitting such individuals to effectively pursue
15 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
16 or contradictory judgments raised by individual litigation.

17 18. Public Policy Considerations: Employers in the state of California violate
18 employment and labor laws everyday. Current employees are often afraid to assert their rights out
19 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
20 they believe their former employers may damage their future endeavors through negative
21 references and/or other means. The nature of this action allows for the protection of current and
22 former employees' rights without fear or retaliation or damage.

23 **IV. FACTUAL ALLEGATIONS**

24 19. At all times set forth herein, Defendants employed Plaintiff and other persons in the
25 capacity of non-exempt hourly positions, however titled, throughout the state of California at
26 Defendants' various locations.

27 20. Plaintiff is informed and believes that all Class Members are citizens of the state of
28 California.

1 21. Defendants continue to employ non-exempt employees, however titled, in
2 California, and implement a uniform set of policies and practices to all non-exempt employees, as
3 they were all engaged in the same generic job duties, including but not limited to job duties related
4 to environmental and emergency services.

5 22. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
6 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
7 of the requirements of California's wage and employment laws.

8 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive all meal periods or
10 payment of one additional hour of pay at Plaintiff's and Class Members' regular rate of pay
11 when they did not receive one timely, uninterrupted meal period when working more than five
12 hours and a second timely, uninterrupted meal period when working more than ten hours.
13 Defendants failed to provide these lawful meal periods to Class Members. These failures
14 include, but are not limited to, failing to provide the first meal periods within the first five hours
15 of work and failing to provide second meal periods for shifts of longer than ten hours.

16 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
18 payment of one additional hour of pay at Plaintiff and class members' regular rate of pay when a
19 rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
20 Members did not receive all rest breaks or payment of one additional hour of pay at Plaintiff and
21 Class Members' regular rate of pay when a rest break was missed.

22 25. Plaintiff is informed and believes, and thereon alleges, that Defendants maintained
23 and enforced scheduling practices, policies, and imposed work demands that frequently required
24 Plaintiff and Class Members to forego their lawful meal periods and/or rest breaks. Plaintiff and
25 Class Members would often work through their meal periods and/or rest breaks to meet
26 Defendants' demands and due to a lack of relief to take breaks.

27 26. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
28 should have known that Plaintiff and Class Members were entitled to receive all earned wages,

1 including premium payments for missed meal and/or rest breaks. In violation of the Labor Code
2 and IWC Wage Orders, Plaintiff and Class Members were not properly paid all earned wages
3 because Defendants failed to properly compensate Plaintiff and Class Members for on-call time.

4 27. Despite the above-mentioned rest period violations, Defendants did not compensate
5 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
6 their regular rate as required by California law, including Labor Code section 226.7 and the
7 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
8 permitted.

9 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
11 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
12 and Waiting Time Subclass members did not receive payment of all wages including, but not
13 limited to, unpaid overtime and minimum wage compensation, within permissible time periods.

14 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
16 had the financial ability to pay such compensation but willfully, knowingly and intentionally
17 failed to do so all in order to increase Defendants' profits.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL LAWFUL WAGES**

20 **(Against All Defendants)**

21 30. Plaintiff incorporates and re-allege each and every allegation contained above as
22 though fully set forth herein.

23 31. As discussed herein, Defendants' policies and practices resulted in Plaintiff and
24 Class Members not receiving compensation for all earned wages including overtime and/or
25 minimum wage in violation of California state wage and hour laws.

26 32. As discussed herein, Defendants did not compensate Plaintiff and Class Members
27 one additional hour of pay at their regular rate as required by California law, including Labor
28 Code section 226.7 and the applicable IWC wage order, for each day on which lawful meal

1 periods and rest breaks were not authorized and permitted. As a result, Plaintiff and Class
2 Members were not paid all lawful wages, including minimum wages and overtime wages.
3 Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
4 known that Plaintiff and Class Members were entitled to receive all wages owed yet failed to do
5 so.

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

11 34. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
12 hour of pay for each day a compliant meal period was not provided, Plaintiff and class members
13 suffered and continue to suffer a loss of wages and compensation.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
16 **(Against All Defendants)**

17 35. Plaintiff incorporates and re-alleges each and every allegation contained above as
18 though fully set forth herein.

19 36. Pursuant to Labor Code §512, no employer shall employ an employee for a work
20 period of more than five (5) hours without providing a meal break of not less than thirty (30)
21 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
22 an employee for a work period of more than ten (10) hours per day without providing the
23 employee with a second meal period of not less than thirty (30) minutes, except that if the total
24 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
25 consent of the employer and the employee only if the first meal period was not waived.

26 37. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
27 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
28 the work of the employee must prevent an employee from being relieved of all duties relating to

1 his or her work for the employer and the employees must consent in writing to the “on duty” meal
2 period. On information and belief, Plaintiff and Class Members did not consent in writing to an
3 “on duty” meal period. Further, the nature of the work of Plaintiff and Class Members was not
4 such that they were prevented from being relieved of all duties. Despite the requirements of the
5 IWC wage orders applicable to Plaintiff’s and Class Members’ employment by Defendants and
6 Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Class Members with all
7 their statutorily authorized meal periods.

8 38. Upon information and belief, for the four (4) years preceding the filing of this
9 lawsuit, Defendants failed to provide Plaintiff and Class Members, timely and uninterrupted meal
10 periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff
11 and Class Members’ employment by Defendants.

12 39. By their failure to provide a compliant meal period for each shift worked over five
13 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
14 (10) hours per day by Plaintiff and the Class Members, and by failing to provide compensation in
15 lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of
16 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

17 40. Upon information and belief, Plaintiff and the Class Members he seeks to represent
18 did not voluntarily or willfully waive meal periods and were regularly required to work shifts
19 without being provided all of his legally required meal periods. Defendants created a working
20 environment in which Plaintiff and Class Members were not provided all of their meal periods due
21 to shift scheduling and/or work-related demands placed upon them by Defendants as well as a lack
22 of sufficient staffing to meet the needs of Defendants’ business as discussed above. On
23 information and belief, Defendants’ implemented a policy and practice which resulted in
24 systematic and class-wide violations of the Labor Code. On information and belief, Defendants’
25 violations have been widespread throughout the relevant time period and will be evidenced by
26 Defendants’ time records for the Class Members.

27 41. As a result of the unlawful acts of Defendants described herein, Plaintiff and the
28 Class Members he seeks to represent have been deprived of premium wages in amounts to be

1 determined at trial. Pursuant to Labor Code §226.7, Plaintiff and Class Members are entitled to
2 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
3 with interest and penalties thereon, attorneys' fees, and costs.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

6 **(Against All Defendants)**

7 42. Plaintiff incorporates and re-alleges each and every allegation contained above as
8 though fully set forth herein.

9 43. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
10 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
11 periods, which insofar as practicable shall be in the middle of each work period.... [The]
12 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
13 minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period
14 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
15 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
16 mandated by an applicable order of the IWC.

17 44. Defendants were required to authorize and permit employees such as Plaintiff and
18 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
19 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
20 Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Members'
21 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
22 Class Members to take ten (10) minute rest periods for every four (4) hours worked, or major
23 fraction thereof.

24 45. On information and belief Defendants created a working environment in which
25 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
26 and/or work-related demands placed upon them by Defendants as well as a lack of sufficient
27 staffing to meet the needs of Defendants' business as discussed above. On information and belief,
28 Defendants implemented a policy and practice which resulted in systematic and class-wide

1 violations of the Labor Code. On information and belief, Defendants' violations have been
2 widespread throughout the liability period.

3 46. As a proximate result of the aforementioned violations, Plaintiff and Class
4 Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor
5 Code §226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for
6 each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus
7 interest and penalties thereon, attorneys' fees, and costs.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PAY TIMELY PAY WAGES**

10 **(Against All Defendants)**

11 47. Plaintiff incorporates and re-alleges each and every allegation contained above as
12 though fully set forth herein.

13 48. Labor Code §§201-202 requires an employer who discharges an employee to pay
14 compensation due and owing to said employee immediately upon discharge and that if an
15 employee voluntarily leaves his or her employment, his or her wages shall become due and
16 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
17 two (72) hours previous notice of his or her intention to quit, in which case the employee is
18 entitled to his or her wages on their last day of work.

19 49. Labor Code §203 provides that if an employer willfully fails to pay compensation
20 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for
21 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

22 50. During the relevant time period, Defendants willfully failed and refused, and
23 continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and
24 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
25 leaving Defendants' employ. These wages include regular and overtime.

26 51. As a result, Defendants are liable to Plaintiff and members of the Class for waiting
27 time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.
28

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(Against All Defendants)**

4 52. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 53. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
7 statements all deductions from payment of wages and to accurately report total hours worked by
8 Plaintiff and the Class including applicable hourly rates and reimbursement expenses among other
9 things. Defendants have knowingly and intentionally failed to comply with Labor Code section
10 226 and 204 on wage statements that have been provided to Plaintiff and the Class.

11 54. IWC Wage Orders require Defendants to maintain time records showing, among
12 others, when the employee begins and ends each work period, meal periods, split shift intervals
13 and total daily hours worked in an itemized wage statement, and must show all deductions and
14 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
15 the Class. On information and belief, Defendants have failed to record all or some of the items
16 delineated in Industrial Wage Orders and Labor Code §226.

17 55. As a result of Defendants' knowing and intentional failure to comply with Labor
18 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
19 protected rights. Specifically, Plaintiff and Class Members have been injured by Defendants'
20 intentional violation of Labor Code § 226(a) because they were denied both their legal right to
21 receive, and their protected interest in receiving, accurate itemized wage statements under Labor
22 Code § 226(a). In addition, Defendants have made it difficult to calculate the amount of wages and
23 compensation owed to Plaintiff and Class Members. Plaintiff has had to file this lawsuit and will
24 be required to conduct discovery and perform computations in order to analyze whether in fact
25 Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
26 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these
27 costs had Defendants provided wage statements accurately showing regular and overtime rates of
28 pay, among other things. This has also delayed Plaintiff's ability to demand and recover the

1 underpayment of wages from Defendants.

2 56. Plaintiff and Class Members are entitled to recover from Defendants the greater of
3 their actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or an
4 aggregate penalty not exceeding \$4,000 dollars per employee.

5 **SIXTH CAUSE OF ACTION**

6 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, *et seq.***

7 **(Against All Defendants)**

8 57. Plaintiff incorporates and re-alleges each and every allegation contained above as
9 though fully set forth herein.

10 58. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
11 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of the California Code of Civil Procedure §1021.5.

14 59. Defendants' policies, activities, and actions as alleged herein, are violations of
15 California law and constitute unlawful business acts and practices in violation of California
16 Business and Professions Code §§17200, *et seq.*

17 60. A violation of California Business and Professions Code §§17200, *et seq.*, may be
18 predicated on the violation of any state or federal law. Defendants' policies and practices have
19 violated state law in at least the following respects:

- 20 (a) Failing to pay all lawful wages owed to Plaintiff and Class
21 Members in violation of Labor Code §§ 510, 1194, 1197 and
22 1198;
23 (b) Failing to provide lawful uninterrupted meal periods without
24 paying Plaintiff and Class Members premium wages for every day
25 said meal periods were not provided in violation of Labor Code §§
26 226.7 and 512;
27 (c) Failing to authorize or permit lawful rest breaks without paying
28 Plaintiff and Class Members premium wages for every day said

rest breaks were not authorized or permitted in violation of Labor Code § 226.7;

(d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code § 226; and

(e) Failing to timely pay all earned wages to Plaintiff and class members upon separation of employment in violation of Labor Code §§ 201, 202 and 203.

61. Defendants intentionally avoided paying Plaintiff and Class Members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

62. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorney's fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of the proposed Class and Subclass and any other appropriate subclasses under California Code of Civil Procedure § 382;

2. For appointment of Felix Dias as the class representative;

3. For appointment of James Hawkins, APLC as class counsel for all purposes;

4. For general damages;

5. For special damages;

6. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

7. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

1 8. For an order requiring Defendants to restore and disgorge all funds to each
2 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
3 or fraudulent and, therefore, constituting unfair competition under Business and Professions
4 Code §§ 17200, *et seq.*;

5 9. For an award of damages in the amount of unpaid compensation including, but
6 not limited to, unpaid wages, benefits and penalties;

7 10. For pre-judgment interest;

8 11. For reasonable attorney's fees, costs of suit and interest to the extent permitted
9 by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code § 1194; and

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

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12 Dated: July 7, 2020

JAMES HAWKINS APLC

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15 By: _____


James R. Hawkins
Samantha A. Smith
Attorneys for Plaintiff

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19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

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22 Dated: July 7, 2020

JAMES HAWKINS APLC

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24
25 By: _____


James R. Hawkins
Samantha A. Smith
Attorneys for Plaintiff