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the putative class

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

CARRIE BALDWIN, individually and on behalf
of the putative class,

Plaintiff,

v.

PATAGONIA, INC., a corporation; GREAT
PACIFIC IRON WORKS, a corporation; and
DOES 1- 50, Inclusive,

Defendants.

CASE NO.: 20STCV40245

Assigned for All Purposes To:
Hon. Maren Nelson
Dept.: 17

FIRST AMENDED COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Timely Pay Wages During Employment
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate, Itemized Wage Statements
9. Unfair and Unlawful Business Practices
10. Failure to Indemnify Employees for Necessary Expenditures Incurred in the Discharge of Duties

REPRESENTATIVE ACTION:

11. Penalties Under The Labor Code Private Attorneys General Act, As Representative Action

Plaintiff CARRIE BALDWIN (“Plaintiff”), an individual, on behalf of Plaintiff and all other persons similarly situated, hereby alleges as follows:

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction over this matter because Plaintiff was a resident of the State of California, PATAGONIA, INC., a corporation, GREAT PACIFIC IRON WORKS, a corporation, and DOES 1 through 50, inclusive (collectively, “Defendants”) are citizens and residents of, and/or regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in the judicial district and the County of Los Angeles, California. Defendants maintain offices and facilities and transact business in the County of Los Angeles.

PLAINTIFF

3. Plaintiff is a resident of the State of California. Plaintiff was employed by Defendants as a non-exempt employee.

4. Plaintiff, on behalf of Plaintiff and all others similarly situated current and former non-exempt employees of Defendants in the State of California and at any time during the four (4) years preceding the filing of this action, and continuing while this action is pending, brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to damages for the claims alleged herein, interest, attorneys’ fees, costs, and expenses.

5. Plaintiff brings this action on behalf of Plaintiff and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of Defendant PATAGONIA, INC. and/or GREAT PACIFIC IRON WORKS in the State of California at any time within the period beginning four (4) years prior to the filing of this action, and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”). Plaintiff reserves the right to name

1 additional class representatives.

2 **DEFENDANTS**

3 6. Plaintiff is informed and believes and thereon alleges that PATAGONIA, INC. is, and all
4 times relevant herein was, a company authorized to do business in the State of California, and does
5 conduct business in the State of California. Plaintiff is further informed and believes and thereon alleges
6 that PATAGONIA, INC. is authorized to and does conduct business in the State of California.
7 Specifically, upon information and belief, PATAGONIA, INC. maintains offices and facilities and
8 conducts business in the County of Los Angeles, State of California.

9 7. Plaintiff is informed and believes and thereon alleges that GREAT PACIFIC IRON
10 WORKS is, and all times relevant herein was, a company authorized to do business in the State of
11 California, and does conduct business in the State of California. Plaintiff is further informed and believes
12 and thereon alleges that GREAT PACIFIC IRON WORKS is authorized to and does conduct business in
13 the State of California. Specifically, upon information and belief, GREAT PACIFIC IRON WORKS
14 maintains offices and facilities and conducts business in the County of Los Angeles, State of California.

15 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff
16 at this time, and Plaintiff therefore sues such DOE Defendants under fictitious names. Plaintiff is
17 informed and believes and thereon alleges that each Defendant designated as DOE is in some manner
18 responsible for the occurrences alleged herein, and that Plaintiff and CLASS MEMBERS' injuries and
19 damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. Plaintiff
20 will seek leave of court to amend this First Complaint and to allege the true names and capacities of such
21 DOE Defendants when ascertained.

22 9. At all relevant times herein, Defendants were the joint employers of Plaintiff and CLASS
23 MEMBERS. Plaintiff is informed and believes, and thereon alleges, that at all times material to this First
24 Amended Complaint, Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint
25 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners,
26 joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
27 dominated by his, her, or its co-Defendant and each was the alter ego of the other.

28 10. At all relevant times herein, Plaintiff and CLASS MEMBERS were employed by

Defendants under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of their common policies and practices of not paying Plaintiff and CLASS MEMBERS all wages earned and due, through methods and schemes which included the claims alleged herein in violation of the California Labor Code (“Labor Code”), the California Business and Professions Code, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

11. Plaintiff is informed and believe and thereon allege that each and every one of the acts and omissions alleged herein was performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

12. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet ascertained, but subject to proof at trial, and within the jurisdiction of this Court.

FACTUAL ALLEGATIONS

13. During the relevant time period, Defendants did not compensate Plaintiff and similarly situated employees for all hours worked.

14. During the relevant time period, Plaintiff and similarly situated employees were not provided with meal periods as required by law due to Defendants’ unlawful meal period policies/practices. Defendants failed to provide Plaintiff and similarly situated employees with an additional hour of premium pay for each workday in which a meal period violation occurred as required by law.

15. During the relevant time period, Plaintiff and similarly situated employees were not provided with rest periods as required by law due to Defendants’ unlawful rest period policies/practices. Defendants failed to provide Plaintiff and similarly situated employees with an additional hour of premium pay at the regular rate of pay for each rest period violation as required by law.

16. Defendants failed to issue lawful wage statements to Plaintiff and similarly situated employees.

1 17. Defendants failed to timely pay Plaintiff and similarly situated employees all wages owed
2 during their employment, including payment of overtime.

3 **CLASS ACTION ALLEGATIONS**

4 18. This action is appropriately suited for a class action because:

5 A. The potential class is a significant number. Joinder of all current and former
6 employees individually would be impractical.

7 B. This action involves common questions of law and fact to the potential class
8 because the action focuses on the Defendants' systematic course of illegal payroll practices and policies,
9 which was applied to all non-exempt employees in violation of the California Labor Code, IWC Wage
10 Orders, and the California Business and Professions Code which prohibits unfair business practices
11 arising from such violations.

12 C. The claims of Plaintiff are typical of the class because Defendants subjected all
13 non-exempt employees to the identical violations of the California Labor Code, the applicable IWC wage
14 order, and the California Business and Professions Code.

15 D. Plaintiff is able to fairly and adequately protect the interests of all members of the
16 class because it is in Plaintiff's best interests to prosecute the claims alleged herein to obtain full
17 compensation due to the class for all services rendered and hours worked.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Required Meal Periods**

20 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Orders]**

21 **(Against All Defendants)**

22 19. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
23 in all preceding paragraphs.

24 20. During the CLASS PERIOD, as part of Defendants' illegal payroll policies and practices
25 to deprive their non-exempt employees all wages earned and due, Defendants failed to provide Plaintiff
26 and CLASS MEMBERS with a full, 30-minute meal period free of all duties pursuant to Cal. Labor Code
27 §§ 226.7, 512 and IWC Wage Orders.

28 21. Defendants further violated Cal. Labor Code § 226.7 and IWC Wage Orders by failing to

1 compensate Plaintiff and CLASS MEMBERS who were not provided with a meal period, in accordance
2 with the applicable wage order, one additional hour of compensation at each employee's regular rate of
3 pay for each workday that a meal period was not provided.

4 22. Defendants further violated Cal. Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage
5 Orders by failing to compensate Plaintiff and CLASS MEMBERS for all hours worked during their meal
6 periods.

7 23. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS
8 have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
9 penalties, expenses, and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **Failure to Provide Required Rest Periods**

12 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Orders]**

13 **(Against All Defendants)**

14 24. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
15 in all preceding paragraphs.

16 25. At all times relevant herein, as part of Defendants' illegal payroll policies and practices to
17 deprive their non-exempt employees all wages earned and due, Defendants failed to provide rest periods
18 to Plaintiff and CLASS MEMBERS as required under Cal. Labor Code §§ 226.7 and 512, and IWC Wage
19 Orders. Even when rest periods were provided, Defendants did not provide Plaintiff and CLASS
20 MEMBERS a second rest period for each additional 4 hours worked, or major fraction thereof.

21 26. Defendants further violated California Labor Code § 226.7 and IWC Wage Orders by
22 failing to pay Plaintiff and CLASS MEMBERS who were not provided with a rest period, in accordance
23 with the applicable wage order, one additional hour of compensation at each employee's regular rate of
24 pay for each workday that a rest period was not provided.

25 27. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS
26 have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
27 penalties, expenses, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Orders]**

4 **(Against All Defendants)**

5 28. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
6 in all preceding paragraphs.

7 29. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, Defendant is
8 required to compensate Plaintiff and CLASS MEMBERS for all overtime, which is calculated at one and
9 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or
10 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with
11 double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
12 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

13 30. Plaintiff and CLASS MEMBERS are current and former non-exempt employees entitled
14 to the protections of California Labor Code §§ 510, 1194, and IWC Wage Orders. During the CLASS
15 PERIOD, Defendants failed to compensate Plaintiff and CLASS MEMBERS for all overtime hours
16 worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order
17 by, among other things: failing to pay overtime at one and one-half (1½) or double the regular rate of pay
18 as provided by California Labor Code §§ 510, 1194, and IWC Wage Orders; requiring, permitting or
19 suffering Plaintiff and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
20 Plaintiff and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately
21 recording time in which Plaintiff and CLASS MEMBERS worked; failing to properly maintain Plaintiff's
22 and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to Plaintiff for
23 each pay period; and other methods to be discovered.

24 31. In violation of California law, Defendants has knowingly and willfully refused to perform
25 their obligations to compensate Plaintiff and CLASS MEMBERS for all wages earned and all hours
26 worked. As a proximate result, Plaintiff and CLASS MEMBERS have suffered, and continue to suffer,
27 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
28 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under

1 state law, all to their respective damages in amounts according to proof at time of trial, and within the
2 jurisdiction of this Court.

3 32. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 27
4 1198 and IWC Wage Orders. Therefore, pursuant to California Labor Code 28 §§ 200, 203, 226, 558,
5 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders,
6 Plaintiff and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
7 Defendants, plus interest, penalties, attorneys' fees, expenses, and costs.

8 **FOURTH CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **[Cal Labor Code §§ 1194, 1197; IWC Wage Orders]**

11 **(Against All Defendants)**

12 33. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
13 in all preceding paragraphs.

14 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an
15 employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

16 35. During the CLASS PERIOD, Defendants failed to pay Plaintiff and CLASS MEMBERS
17 minimum wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff
18 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering Plaintiff and CLASS
19 MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which
20 Plaintiff and CLASS MEMBERS worked; failing to properly maintain Plaintiff's and CLASS
21 MEMBERS' records; failing to provide accurate itemized wage statements to Plaintiff and CLASS
22 MEMBERS for each pay period; and other methods to be discovered.

23 36. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197, and
24 IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff and CLASS
25 MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to
26 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the
27 Labor Code and IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover the unpaid
28 balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and

costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay Timely Wages During Employment

[Cal. Labor Code § 204]

(Against All Defendants)

37. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

38. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, Defendants are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their nonexempt employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

39. During the CLASS PERIOD, Defendants knowingly and willfully failed to pay Plaintiff and CLASS MEMBERS all the wages they earned when due as required by California Labor Code § 204.

40. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as provided in California Labor Code § 204 will subject Defendants to a civil penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent violation.

41. Defendants' conduct described herein violates California Labor Code § 204. As a proximate result of the aforementioned violations, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against All Defendants)**

5 37. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
6 in all preceding paragraphs.

7 38. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all
8 earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that
9 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge
10 are due and payable immediately.

11 39. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay all
12 accrued wages due to an employee no later than 72 hours after the employee quits his or her employment,
13 unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the
14 employee is entitled to his or her wages at the time of quitting.

15 40. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or
17 who quits, the employer is liable for waiting time penalties in the form of continued compensation to the
18 employee at the same rate for up to 30 workdays.

19 41. During the CLASS PERIOD, Defendants have willfully failed to pay accrued wages and
20 other compensation to Plaintiff and CLASS MEMBERS in accordance with California Labor Code §§
21 201 and 202.

22 42. As a result, Plaintiff and CLASS MEMBERS are entitled to all available statutory
23 penalties, including the waiting time penalties provided in California Labor Code
24 § 203, together with interest thereon, as well as other available remedies.

25 43. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and CLASS
26 MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but
27 in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest
28 thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

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effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Orders.

49. During the CLASS PERIOD, Defendant knowingly and intentionally failed to provide Plaintiff and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226 (a).

50. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226 (e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in § 226 (e), as well as other available remedies.

NINTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 et. seq.]

(Against All Defendants)

51. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

52. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized wage statements, and Defendants' failure and refusal to maintain required records, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

53. Defendants' violations of California wage and hour laws constitute a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and CLASS MEMBERS.

54. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendant has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

55. As a result of Defendants' unfair and unlawful business practices, Defendant has reaped unfair and illegal profits during the CLASS PERIOD at the expense of Plaintiff, CLASS MEMBERS, and members of the public. Defendant should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and CLASS MEMBERS.

56. Defendants' unfair and unlawful business practices entitle Plaintiff and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendant account for, disgorge, and restore to Plaintiff and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. Plaintiff and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from Defendant in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

TENTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in the Discharge of Duties

[Labor Code section 2802]

(Against All Defendants)

57. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

58. Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

59. Defendants did not reimburse Plaintiff and CLASS MEMBERS for all necessary expenditures or losses incurred by them during their employment.

60. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus

1 interest thereon, and attorneys' fees and costs.

2 **ELEVENTH CAUSE OF ACTION**

3 **Representative Action for Civil Penalties**

4 **[Cal. Labor Code §§ 2698-2699.5]**

5 **(Against All Defendants)**

6 61. Plaintiff incorporate herein by specific reference as though fully set forth the allegations
7 in all preceding paragraphs, with exception of the CLASS ACTION ALLEGATIONS paragraph and the
8 subparagraphs thereto above.

9 62. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code § 2699
10 (c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and former
11 employees of Defendant pursuant to the procedures specified in California Labor Code § 2699.3, because
12 Plaintiff was employed by Defendant and the alleged violations of the California Labor Code were
13 committed against Plaintiff.

14 63. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
15 §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under
16 California Labor Code §§ 2699.210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, and IWC Wage Orders,
17 from Defendant in a representative action for the violations set forth above, including but not limited to
18 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198,
19 and 2802. Plaintiff is also entitled to an award of reasonable attorneys' fees and costs pursuant to
20 California Labor Code § 2699(g)(1).

21 64. As required by law, Plaintiff sent a letter, by certified mail, return receipt requested,
22 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against
23 Defendants, as prescribed by Labor Code § 2698 et seq.

24 65. Plaintiff has complied with all of the requirements set forth in California Labor Code §
25 2699.3 to commence a representative action under PAGA.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of all other persons similarly situated,
28 respectfully prays for relief against Defendants as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and CLASS MEMBERS, as well as disgorged profits from Defendants' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Orders;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunctive relief enjoining Defendant from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code § § 226 (e) and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying all of the causes of action (except for the Private Attorney General Act cause of action) as a class action;
12. For an order appointing Plaintiff as class representatives, and Plaintiff's counsel as class counsel; and
13. For such further relief that the Court may deem just and proper.

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2 DATED: May 9, 2022
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Respectfully Submitted,

LABOR LAW PC

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By:  _____
Danny Yadidsion, Esq.
Patrick D. Martinez, Esq.
Attorneys for Plaintiff
CARRIE BALDWIN, individually, and on behalf of
the class

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() (BY MAIL) I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

() (BY FEDERAL EXPRESS) I caused said envelope(s) to be sent by Federal Express [Priority Overnight] to the offices of the addressee(s).

(XX) (BY ELECTRONIC MAIL) Per agreement between all parties, I delivered such documents by electronic mail. My email address is Patrick.martinez@laborlawpc.com

() (BY FACSIMILE) I caused said document(s) to be transmitted by telecopier at approximately am/pm to the addressee(s) whose facsimile machine telephone numbers are indicated below. The above-described transmission was reported as complete without error by a transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission.

Executed on **May 9, 2022**, at Santa Monica, California.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Patrick Martinez

Print Name

/s/ Patrick Martinez

Signature