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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR COUNTY OF LOS ANGELES

CHRISTIAN PORTER on behalf of himself and
all others similarly situated

Plaintiff,

vs.

AMAZON.COM SERVICES, LLC., and DOES
1 through 50, inclusive,

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Provide Lawful Meal Periods or proper compensation in lieu thereof;**
- 2) Failure to Provide Lawful Rest Periods or proper compensation in lieu thereof;**
- 3) Failure to Timely Pay Wages;**
- 4) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions;**
- 5) Failure to Indemnify Employees;**
- 6) Failure to Pay Correct Sick Pay; and**
- 7) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

Plaintiff CHRISTIAN PORTER (hereinafter "Plaintiff") on behalf of himself and all others similarly situated assert claims against Defendant AMAZON.COM SERVICES, LLC, and DOES 1 through 50 (hereinafter collectively referred to as "Defendants") as follows:

I.

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought against Defendants and any subsidiaries and affiliated companies on behalf of Plaintiff and all Non-Exempt Employees employed by Defendants in California (hereinafter “Non-Exempt Employees” or “Class Members”)

2. During the liability period, defined as the applicable statute of limitations for each and every cause of action contained herein, Defendants enforced shift schedules, employment policies and practices and work load requirements wherein Plaintiff and Non-Exempt Employees were, amongst other statutory violations not; not provided compliant rest and meal periods nor provided proper compensation in lieu thereof; not provided accurate itemized wage statements; not indemnified for expenses incurred in the performance of their job duties, not paid correct sick pay and not paid timely wages at termination.

3. Plaintiff, on behalf of himself and Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 246, 512, 558, 1194, 1198, 2802 Title 8, Section 11010 and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking premium wages for non-compliant rest and meal periods, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of himself and all Class Members, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants based on Defendants’ violations of California Labor Code of Regulations, Title 8, section 11010 *et seq.*

II.

VENUE

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous business activities in Los Angeles County, California and is within the jurisdiction of this Court for service of

1 process purposes. Defendants employ numerous Class Members in Los Angeles County,
2 California.

3 **III.**

4 **PARTIES**

5 6. Plaintiff is, and at all times mentioned in this complaint was, a resident of
6 California.

7 7. On information and belief, Plaintiff alleges that Defendants were licensed and
8 qualified to transact business throughout California.

9 8. The true names and capacities of Defendants, whether individual, corporate,
10 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
11 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
12 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the
13 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
14 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
15 true names and capacities of the Defendants designated hereinafter as DOES when such identities
16 become known.

17 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
19 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
20 Defendant are legally attributable to the other Defendants.

21
22 **IV.**

23 **FACTUAL BACKGROUND**

24 10. Defendant Amazon.com Services, Inc. is a subsidiary of Amazon.com one of the
25 world's largest and well-known on-line retailers. Amazon.com Services, Inc. operates fulfillment,
26 sortation, distribution and shipping centers in California where Plaintiff and Class Members are
27 employed.

1 11. Plaintiff was employed by Defendants from on or about December 2019 through
2 on or about June 2020. During his employment, Plaintiff occupied a non-exempt position and
3 worked in Defendants' Rosemead, California warehouse facility. His job duties included, but
4 were not limited to, unloading, scanning boxes and sorting. At the beginning of his employment,
5 Plaintiff was typically scheduled to work from Sunday to Thursday 6:30 am to 1:30 pm. He
6 would occasionally work a split shift such as from 3 p.m. to 7 or 8 p.m. When the Covid-19
7 pandemic started, Plaintiff was typically scheduled to work from 7 a.m. to 2 p.m. and also, at
8 times, would work from 7 am to 7:30 p.m.

9 12. During the liability period, Plaintiff and Class Members were required to use their
10 personal phones in the performance of their job duties. For instance, Plaintiff and Class Members
11 were instructed to download the "Amazon A to Z" App on their phones. Through this Amazon
12 App, Plaintiff and Class Members received employment related information including, but not
13 limited to, work schedules, sick time, vacation time, hours worked, pertinent updated information
14 pertaining to their work and the facilities.

15 13. After the start of Covid-19 pandemic, on or about April 2020, Plaintiff and Class
16 Members were allowed to "clock in" and "clock-out" for their shifts on the "Amazon A to Z"
17 App in order to allow for social distancing and avoid any crowding or clustering of employees at
18 the facility time clocks.

19 14. Additionally, after the start of Covid-19 pandemic, Plaintiff and certain Class
20 Members were tasked with enforcing social distancing guidelines and instructed to download the
21 "Amazon Chimes" App which allowed them to communicate with each other and the staff during
22 their work shifts

23 15. Defendants did not reimburse Plaintiff and Class Members for the use of their
24 personal phones in the performance of their job duties.

25 16. After the start of the Covid-19 pandemic, Defendant paid an additional \$2.00 per
26 hour as essentially shift premiums to incentivize Plaintiff and Class Members to continue
27 working and to work additional hours.
28

1 17. During the liability period, due to the demands of the work shifts, particularly
2 from the inception of Covid-19 pandemic, Plaintiff and Class Members were often required to
3 work in excess of five (5) hours without a minimum thirty (30) minute meal period by the end of
4 the fifth hour and or at times work in excess of ten (10) hours without a second 30 minute meal
5 period by the end of the tenth hour.

6 18. Plaintiff and Class Members were not compensated one (1) hour of pay at their
7 regular rate of compensation for each workday that a meal period was not lawfully provided, in
8 violation of California labor laws, regulations and IWC Wage Order.

9 19. Pursuant to uniform policy and practice, to the extent that Defendants paid a meal
10 break premium for failure to provide a lawful meal periods, Defendants failed to include the
11 shift premium and/or, non discretionary compensation when calculating the meal break premium.

12 20. During the liability period, due to the workload requirements and time constraints
13 resulting from the demands of work shifts, Plaintiff and Class Members were not permitted to
14 take a minimum ten (10) minute rest period for every four hours or major fraction thereof
15 worked. Plaintiff was frequently required to work without the ability to take a 10 minute rest
16 period for every four hours or major fraction thereof worked. Plaintiff also worked shifts over
17 ten (10) hours and did not receive a third ten minute rest break.

18 21. Plaintiff and Class Members were not compensated one (1) hour of pay at their
19 regular rate of compensation for each workday that a rest period was not provided, in violation of
20 California labor laws, regulations, and IWC Wage Orders.

21 22. On information and belief, Defendants willfully failed to pay all earned wages in a
22 timely manner to Plaintiff and Class Members; nor have Defendants paid to Plaintiff and Class
23 Members, upon or after termination of their employment, all compensation due, including but not
24 limited to compensation for having failed to properly provide rest periods and meal periods and
25 to pay the correct amount of the meal and/or rest break premium.

23. Pursuant to uniform policy and practice, Defendants failed to include shift premium and other non-discretionary compensation in determining Plaintiff and Class Members' regular rate of pay for purposes of sick pay.

24. Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Plaintiff and Class Members with accurate, itemized wage statements including, but not limited to, premium wages, correct premium wage rate and/or correct sick pay rates.

25. Defendants have also failed indemnify Plaintiff and Class Members for expenses incurred in direct consequence of the discharge of their duty. Plaintiff and Class members were required to use their personal phones to access the Amazon App which they were required to download and utilized in the performance of their job duties. Plaintiff and Class Members were not reimbursed for the use of their personal phones in the performance of their job duties.

26. Upon information and belief, Plaintiff alleges that Defendants currently employ and during the relevant period have employed over one hundred (100) employees in the State of California in non-exempt hourly positions.

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

V. CLASS ACTION ALLEGATIONS

28. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are employed or have been employed by Defendants in the state of California and who are/were not classified as “Exempt” or primarily employed in executive, professional, or administrative capacities within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

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

a. All Non-Exempt Employees employed by Defendants in California

1 who within the statutory liability period were paid a shift premium, shift differential pay,
2 and/or non-discretionary compensation;

3 b. All Non-Exempt Employees employed by Defendants in California who
4 within the statutory liability period and have not been provided an uninterrupted thirty (30)
5 minute meal period when they worked over five hours in a work shift by the end of the fifth
6 hour and were not provided proper compensation in lieu thereof;

7 c. All Non-Exempt Employees employed by Defendants in California who
8 within the statutory liability period have not been provided a second uninterrupted second thirty
9 (30) minute meal period when they worked over ten hours in a work shift by the end of the
10 tenth hour and were not provided proper compensation in lieu thereof;

11 d. All Non-Exempt Employees employed by Defendants in California who
12 within the statutory liability period were paid a shift premium, shift differential pay and/or non-
13 discretionary compensation and were not provided an statutory compliant meal period during
14 the same pay period;.

15 e. All Non-Exempt Employees employed by Defendants in California who
16 within the statutory liability period have not been provided a minimum ten (10) minute rest
17 period for every four (4) hours or major fraction thereof worked per day and were not provided
18 proper compensation in lieu thereof;

19 f. All Non-Exempt Employees employed by Defendants in California who
20 within the statutory liability period were not timely paid all wages due and owed to them upon
21 the termination of their employment with Defendants;

22 g. All Non-Exempt Employees employed by Defendants in California who
23 within the statutory liability period and were not provided with accurate and complete itemized
24 wage statements; and

25 h. All Non-Exempt Employees employed by Defendants in California who
26 within the statutory liability period were paid a shift premium, shift differential pay and/or non-
27 discretionary compensation and used sick leave during a pay period.

28 30. Plaintiff also seeks to represent a Subclass consisting of all Employees

1 employed by Defendants in California who within the statutory liability period were not
2 indemnified for expenses incurred in direct consequence of the discharge of their duty.

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

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

9 **A. Numerosity**

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

16 **B. Commonality**

17 34. There are questions of law and fact common to the Class predominating over
18 any questions affecting only individual Class Members. These common questions of law and
19 fact include, without limitation:

20 i. Whether Defendants violated sections 226.7, 512 of the Labor Code and
21 applicable IWC Wage Order by failing to provide statutorily compliant thirty (30)
22 minute meal periods to Non-Exempt Employees on days in which they worked in
23 excess of five (5) hours and failing to compensate said employees one hour wages at the
24 correct rate regular rate of pay in lieu of meal periods;

25 ii. Whether Defendants violated sections 226.7, 512 of the Labor Code and
26 applicable IWC Wage Order by failing to provide statutorily compliant second thirty
27 (30) minute meal periods to Non-Exempt Employees on days in which they worked in
28

1 excess of ten (10) hours and failing to compensate said employees one hour wages at
2 the correct rate regular rate of pay in lieu of meal periods

3 iii. Whether Defendants violated section 226.7 of the Labor Code and applicable
4 IWC Wage Orders by failing to authorize and permit minimum ten (10) minute rest
5 periods to Non-Exempt Employees for every four hours or major fraction thereof
6 worked and failing to compensate said employees one (1) hours wages at the employees
7 correct rate regular rate of pay in lieu in lieu of rest periods;

8 iv. Whether Defendants violated sections 201-203 of the Labor Code by failing to
9 pay all earned premium wages due and owing at the time that any Non-Exempt
10 Employees' employment with Defendants terminated;

11 v. Whether Defendants violated sections 226 of the Labor Code and applicable
12 IWC Wage Orders by failing to provide accurate itemized wage statements with all the
13 information required by said statute;

14 vi. Whether Defendants violated section 2802 of the Labor Code by not
15 indemnifying its employees for expenses incurred in being required to use their
16 personal phones in the performance of their job duties;

17 vii. Whether Defendants violated sections 246 the Labor Code failing to properly
18 calculate and pay Non Exempt Employees sick pay at correct regular rate of pay;

19 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
20 Professions Code through their violation of the above-referenced Labor Code and Civil
21 Code sections and applicable IWC Wage Orders which violation constitutes a violation
22 of fundamental public policy; and

23 **C. Typicality**

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

28 **D. Adequacy of Representation**

36. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

38. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI. CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Overtime Wages and/or Minimum Wages
(Lab. Code §§ 510, 1194)
(Against All Defendants)

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

40. During the liability period, Defendants implemented a timekeeping policy and practice for Non-Exempt Employees which rounded their clock-in and clock-out times in a manner that resulted in a loss of time worked. As a result, Non-Exempt Employees were consistently underpaid and were required to work off the clock and without pay.

41. Defendants’ policies, practices and work shift requirements resulted in Non-Exempt Employees working “off the clock” and not receiving compensation for all earned wages including overtime in violation of California state wage and hour laws.

42. During the liability period, Defendants' policies and/or practices resulted in Non-Exempt Employees working off the clock and in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

43. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off the clock while subject to the control of Defendant all without pay.

44. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of compensation for all earned wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

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

Second Cause of Action

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

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

47. By their failure to provide thirty (30) minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt Employees work(ed) work periods in excess of five (5) hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

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

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

3 **Third Cause of Action**

4 Failure to Provide Rest Periods
5 Or Compensation in Lieu Thereof
6 (Lab. Code §§226.7, IWC Wage Orders)
7 (Against All Defendants)

8 50. Plaintiff repeats and incorporates herein by reference every allegation set forth
9 above, as though fully set forth herein.

10 51. By their failure to authorize and permit a minimum ten (10) minute rest period for
11 every four (4) hours or major fraction thereof worked per day by Non-Exempt Employees, and
12 failing to provide compensation for such non-provided rest periods, as alleged above, Defendants
13 willfully violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

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

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

20 **Fourth Cause of Action**

21 Failure to Timely Pay Wages Due At Termination
22 Lab. Code §§ 201-203, 227.3)
23 (Against All Defendants)

24 54. Plaintiff incorporates by reference and realleges every allegation contained above,
25 as though fully set forth herein.

26 55. Sections 201 and 202 of the California Labor Code require Defendants to pay its
27 employees all wages due within 72 hours of termination of employment. Section 203 of the
28 Labor Code provides that if an employer willfully fails to timely pay such wages the employer

1 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
2 full or an action is commenced. The penalty cannot exceed 30 days of wages.

3 56. Plaintiff and class members are entitled to compensation for all forms of wages
4 earned, including compensation for non provided compliant rest and meal periods, but to date
5 have not received such compensation therefore entitling them Labor Code section 203 penalties.

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

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

13
14 **Fifth Cause of Action**
15 **Knowing and Intentional Failure to Comply With Itemized Employee**
16 **Wage Statement Provisions**
17 **(Lab. Code § 226)**
18 **(Against All Defendants)**

19 59. Plaintiff repeats and incorporates herein by reference every allegation set forth
20 above, as though fully set forth herein.

21 60. Section 226(a) of the California Labor Code requires Defendants to itemize in
22 wage statements all deductions from payment of wages and to accurately report total hours
23 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
24 Defendants to maintain time records showing, among others, when the employee begins and ends
25 each work period, meal periods, split shift intervals and total daily hours worked in an itemized
26 wage statement, and must show all deductions and reimbursements from payment of wages, and
27 accurately report total hours worked by Plaintiff and the members of the proposed class. On
28 information and belief, Defendants have failed to record all or some of the items delineated in
Industrial Wage Orders and Labor Code §226.

1 61. Defendants violated Section 226(a)(2) by failing to provide Plaintiff and class
2 members with statements of wages that, among other things, accurately reflected correct rates of
3 pay for sick leave and premium wages paid during the pay period

4 62. Plaintiff and Class Members have been injured by Defendants' actions by rendering
5 them unaware of the full compensation to which they were entitled under applicable provisions
6 of the California Labor Code and applicable IWC Wage Orders.

7 63. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
8 maximum of \$4,000.00 each for record-keeping violations.

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

11
12 **Sixth Cause of Action**
13 Failure to Indemnify Employees for Expenditures
14 (Lab. Code § 2802)
 (Against All Defendants)

15 65. Plaintiff repeats and incorporates herein by reference every allegation set forth
16 above, as though fully set forth herein.

17 66. As set forth above, Section 2802 of the California Labor Code requires
18 Defendants to indemnify employees for all necessary expenditures incurred in direct consequence
19 of the discharge of their duties.

20 67. Defendants violated Section 2802 by, among other things, failing to indemnify
21 Plaintiff and Class Members for expenditures incurred for using personal cellular phone in the
22 performance of job duties.

23 68. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
24 represent have incurred expenditures in amounts to be determined at trial.

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

27 **Seventh Cause of Action**
28 Violation of Unfair Competition Law
 (Bus. & Prof. Code, §§ 17200-17208)

(Against All Defendants)

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

71. Business & Professions Code Section 17200 provides:

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

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

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

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

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

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

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;

- 1 4. For premium wages pursuant to Labor Code §§226.7 and 512;
2 5. For premium pay and penalties pursuant to Labor Code §§203,226;
3 6. For attorneys' fees, interests and costs of suit under Labor Code §§226 and 2802; and
4 7. For such other and further relief as the Court deems just and proper.
5

6 **DEMAND FOR JURY TRIAL**

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

10 **Dated: August 25, 2020**

JAMES HAWKINS, APLC

11 
12 James R. Hawkins, Esq.
13 Isandra Y. Fernandez, Esq.
14 Attorneys for Plaintiff
15 CHRISTIAN PORTER
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