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11 and on Behalf of Other Members of the  
12 Public Similarly Situated and the State of California

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SANTA BARBARA – COOK DIVISION  
15

16 WALTER PARRISH, Individually, and on  
Behalf of Other Members of the Public  
17 Similarly Situated and the State of California,

18 Plaintiff,

19 vs.

20 THE OKONITE COMPANY, INC., a  
21 corporation; and DOES 1 through 25,  
22 inclusive,

23 Defendants.  
24

CASE NO: 20CV02753

*Assigned for All Purposes to:*

**CLASS ACTION COMPLAINT FOR:**  
**(1) ON-DUTY BREAKS;**  
**(2) FAILURE TO PAY WAGES AT**  
**TERMINATION**  
**(3) INACCURATE WAGE STATEMENTS**

[Unlimited Civil Case – Exceeds \$25,000]

*Trial Date: None*

*Complaint filed:*

**JURY TRIAL DEMANDED**

27 Comes now WALTER PARRISH (“Plaintiff”), who individually and on behalf of other  
28 members of the public similarly situated, and on behalf of the State of California, asserts claims

1 against THE OKONITE COMPANY, INC. and Does 1 through 25, inclusive, (collectively  
2 “Defendants”) as follows:

### 3 **JURISDICTION AND VENUE**

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

7 2. Plaintiff has filed or will file an exhaustion letter with the California Labor and  
8 Workforce Development Agency (“LWDA”) providing notice of his intent to bring a private  
9 attorneys general action for recovery of penalties under the California Labor Code Private  
10 Attorneys General Action of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”). PAGA  
11 permits an “aggrieved employee” to bring a lawsuit for civil penalties to address an employer’s  
12 violations of the California Labor Code committed against them and other current and former  
13 employees. Upon the conclusion of the PAGA exhaustion period, Plaintiff will file a First  
14 Amended Complaint, as permitted by law, to seek penalties as a private attorney general for the  
15 California Labor Code violations committed against him and Defendants’ other current and former  
16 California employees.

17 3. This Court has jurisdiction over this action pursuant to the California Constitution,  
18 Article VI, §10.

19 4. This Court has jurisdiction over Defendants because, upon information and belief,  
20 each defendant is either a resident of California, has sufficient minimum contacts in California, or  
21 otherwise intentionally avails itself of the California labor market.

22 5. Venue is proper in this Court because this action arises from Plaintiff’s labor  
23 contracted for and/or provided in the County of Santa Barbara.

### 24 **PARTIES**

25 6. Plaintiff is an individual residing in the County of Santa Barbara, California at all  
26 times during which he was employed by Defendants.

27 7. The Okonite Company, Inc. is a New Jersey corporation qualified to do business in  
28 California. On information and belief, Plaintiff alleges that at all relevant times referenced herein

1 Defendants did and continue to transact business in California.

2 8. Whenever in this complaint reference is made to any act, deed, or conduct of The  
3 Okonite Company, Inc., the allegation means that The Okonite Company, Inc. engaged in the act,  
4 deed, or conduct by or through one or more of its officers, directors, agents, employees, or  
5 representatives, who was actively engaged in the management, direction, control, or transaction of  
6 the ordinary business and affairs of The Okonite Company, Inc.

7 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,  
8 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and  
9 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will  
10 amend this complaint to insert the true names and capacities of the Doe Defendants at such time as  
11 the identities of the Doe Defendants have been ascertained.

12 10. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are  
13 the partners, agents, or principals and co-conspirators of The Okonite Company, Inc., and of each  
14 other; that The Okonite Company, Inc. and the Doe Defendants performed the acts and conduct  
15 herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in,  
16 ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe  
17 Defendants is liable to the extent of the liability of Defendants as alleged herein.

18 11. Plaintiff is further informed and believes, and thereon alleges, that at all times  
19 herein material, each Defendant was completely dominated and controlled by its co-Defendants  
20 and each was the alter ego of the other. Whenever and wherever reference is made in this  
21 complaint to any conduct by The Okonite Company, Inc. or Defendants, such allegations and  
22 references shall also be deemed to mean the conduct of each of the Defendants, acting  
23 individually, jointly, and severally. Whenever and wherever reference is made to individuals who  
24 are not named as Defendants in this complaint, but were employees and/or agents of Defendants,  
25 such individuals at all relevant times acted on behalf of Defendants named in this complaint within  
26 the scope of their respective employments.

27 **CLASS ACTION ALLEGATIONS**

28 12. Plaintiff brings this action on his own behalf, as well as on behalf of each and all

1 other persons similarly situated, and thus, seeks class certification under California Code of Civil  
2 Procedure § 382.

3 13. All claims alleged herein arise under California law for which Plaintiff seeks relief  
4 as authorized by California law.

5 14. The proposed Class is comprised of and defined as:

6 Any and all persons who are or were employed as an hourly-paid  
7 non-exempt employee by The Okonite Company, Inc. at its Santa  
8 Maria, California plant from April 6, 2016, until resolution of this  
9 lawsuit (“4-Year Statutory Period”) who were required to remain  
10 at the plant during meal-and-rest breaks or required to obtain  
11 permission to leave the premises during meal-and-rest breaks  
12 (collectively, the “Class Members”).

13 15. The proposed Waiting Time Subclass is comprised of and defined as:

14 Any and all Class Members who are or were employed from April  
15 6, 2017, until resolution of this lawsuit (“3-Year Statutory Period”) who were either discharged or resigned during the Statutory Period  
16 without timely payment of all earned wages at the time of  
17 separation (collectively, the “Waiting Time Class Members”).

18 16. The proposed Paystub Subclass is comprised of and defined as:

19 All Class Members who are or were employed from April 6, 2019,  
20 until resolution of this lawsuit (“1-Year Statutory Period”)  
21 (collectively, the “Paystub Subclass Members”).

22 17. There is a well-defined community of interest in this litigation and the Class and  
23 Subclass Members are easily ascertainable as set forth below:

24 a. **Numerosity:** The members of the Class and Subclasses are so numerous that  
25 joinder of all Class Members and Subclass Members would be unfeasible and impractical. The  
26 membership of the entire Class and Subclasses is unknown to Plaintiff at this time; however, the  
27 Class is estimated to be greater than 250 individuals, the Waiting Time Subclass is estimated to be  
28 greater than 200 individuals, and the Paystub Subclass is estimated to be greater than 150  
individuals, and the identity of such membership is readily ascertainable by inspection of  
Defendants’ employment records.

b. **Typicality:** Plaintiff is qualified to, and will fairly and adequately protect the  
interests of each Class Member and Subclass Member with whom he has a well-defined

1 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be  
2 alleged by any Class Member and/or Subclass Member, and the relief sought is typical of the relief  
3 which would be sought by each of the Class Members and/or Subclass Members in separate  
4 actions. All Class Members and Subclass Members have been similarly harmed by being denied  
5 off-duty breaks, timely payment of wages, and accurate wage statements due to Defendants'  
6 policies and companywide practices. Further, Defendants benefited from the same type of unfair  
7 and/or wrongful acts as to each Class Member and Subclass Member.

8       **c. Adequacy:** Plaintiff is qualified to, and will fairly and adequately protect the  
9 interests of each Class Member and Subclass Member with whom he has a well-defined  
10 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges he  
11 has an obligation to make known to the Court any relationships, conflicts, or differences with any  
12 Class Member and/or Subclass Member. Plaintiff's attorneys and the proposed Class and Subclass  
13 counsel are versed in the rules governing class action discovery, certification, and settlement and  
14 experienced in handling such matters.

15       **d. Superiority:** The nature of this action makes the use of class action adjudication  
16 superior to other methods. A class action will achieve economies of time, effort, judicial resources,  
17 and expense compared to separate lawsuits. The prosecution of separate actions by individual  
18 members of the Class and/or Subclass would create a risk of inconsistent and/or varying  
19 adjudications with respect to the individual Class Members and/or Subclass Members, establishing  
20 incompatible standards of conduct for the Defendants and resulting in the impairment of the Class  
21 Members' and/or Subclass Members' rights and the disposition of their interests through actions to  
22 which they were not parties.

23       **e. Public Policy Considerations:** Employers in the state of California violate  
24 employment and labor laws every day. Current employees fear retaliation. Former employees are  
25 also fearful of bringing actions because they believe their former employers may damage their  
26 future endeavors through negative references and/or other means. The nature of this action allows  
27 for the protection of current and former employees' rights without fear for retaliation or damage.

28       18. There are common questions of law and fact as to the Class and Subclasses that

1 predominate over questions affecting only individual members including, but not limited to:

2 a. Whether Defendants had a class-wide policy or practice requiring Class Members to  
3 remain on-site during breaks without the required payment of wages as required by law, including  
4 Labor Code §§ 226.7, 512, 510, 1182.12, 1197, and 1198;

5 b. Whether Defendants failed to timely pay Class Members for all wages due in a timely  
6 manner as required by law, including Labor Code § 204;

7 c. Whether Defendants failed to timely pay Waiting Time Subclass Members wages at or  
8 near the time of their separation from employment as required by Labor Code §§ 201-202;

9 d. Whether Defendants failed to comply with the wage reporting requirements of the Labor  
10 Code, including, but not limited to, Labor Code § 226;

11 e. whether Defendants' conduct was knowing, intentional, and/or willful;

12 f. the appropriate amount of statutory damages, restitution, and/or monetary penalties  
13 resulting from Defendants' violations of California law.

14 **COMMON FACTUAL ALLEGATIONS**

15 19. Plaintiff Walter Parrish was employed as a mechanic by Defendants at The Okonite  
16 Company, Inc.'s plant located in Santa Maria, CA. Plaintiff was employed prior to and  
17 throughout the Statutory Period from April 6, 2016, through his retirement effective December 31,  
18 2019. Plaintiff is informed and believe the acts and omissions described below continued past  
19 that time against the Class Members and the violations will continue through the resolution of this  
20 action.

21 20. Throughout the Statutory Period, Defendants had a policy and practice of requiring  
22 the Class Members including Plaintiff to remain at the plant during their meal-and-rest breaks in  
23 violation of Labor Code section 226.7. Defendants did so for their own benefit at the expense of  
24 their workers. In addition to violating Section 226.7, this practice rendered meal periods "on  
25 duty"; Defendants were required to pay all applicable minimum and overtime wages for this time,  
26 which Defendants failed to do.

27 21. As a result of Defendants' failure to pay premium wages, minimum wages, and  
28 overtime wages as alleged above, throughout the Statutory Period Defendants also regularly

1 committed derivative violations of the California Labor Code, including a failure to pay wages in a  
2 timely manner under Labor Code sections 201-204, failure to issue accurate wage statements  
3 under Labor Code section 226, and failure to comply with various recordkeeping requirements.

4       22. Throughout the Statutory Period, Defendants also regularly advocated and  
5 encouraged Plaintiff and Class Members to work seven (7) days consecutively in a single  
6 workweek in violation of Labor Code sections 551 and 552. Defendants' production plans and  
7 goals regularly counted on the Class Members working seven days continuously, with shifts  
8 regularly exceeding 8 hours per day to boot. Defendants regularly rewarded Class Members for  
9 working seven days consecutively, while threatening to replace or otherwise retaliate against  
10 employees if they chose to take a day off. The decision for employees whether to work seven  
11 days consecutively was made for them by management; Defendants insisted that the Class  
12 Members work seven days consecutively, and Class Members did as they were instructed.  
13 Defendants violated California's day-of-rest regulations and are liable for civil penalties under the  
14 PAGA. Plaintiff has or will be exhausting administrative remedies to seek civil penalties under  
15 the PAGA for these violations, and will seek to amend this complaint as may be appropriate.

16       23. The Class Members including Plaintiff were overworked to the point of exhaustion.  
17 By overworking employees, Defendants produced fatigued workers and dangerous working  
18 conditions. The Class Members work with dangerous equipment and materials in their work for  
19 Defendants. It is essential to workplace safety that the Class Members be alert and well-rested  
20 while performing their jobs. By overworking Class Members including Plaintiff without adequate  
21 off-duty rest, and by requiring and permitting unsafe work, and failing to provide safe workplaces,  
22 practices, and processes, Defendants violated Labor Code, §§ 6400, 6401, 6402, 6403, 6404.  
23 Plaintiff is informed and believes that Defendants' acts and omissions increased injuries and the  
24 risk of injury. Plaintiff has or will be exhausting administrative remedies to seek civil penalties  
25 under the PAGA for these violations, and will seek to amend this complaint as may be  
26 appropriate.

27       24. Plaintiff and Class Members seek all remedies available under California law.

28 ///

1 **CLASS ACTION CLAIMS**

2 **FIRST CAUSE OF ACTION**

3 **(Illegal On-Duty Breaks by Plaintiff and Class Members Against All Defendants)**

4 25. Plaintiff incorporates by reference and reallege each and every allegation contained  
5 above, as though fully set forth herein.

6 26. Pursuant to the IWC Wage Orders applicable to Plaintiff and Class Members’  
7 employment by Defendants: “Every employer shall authorize and permit all employees to take rest  
8 periods, which insofar as practicable shall be in the middle of each work period. The authorized  
9 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net  
10 rest time per four (4) hours or major fraction thereof ... Authorized rest period time shall be  
11 counted, as hours worked, for which there shall be no deduction from wages.”

12 27. Pursuant to California Labor Code §512, no employer shall employ an employee  
13 for a work period of more than five hours without providing a meal break of not less than thirty  
14 minutes in which the employee is relieved of all of his or her duties. An employer may not employ  
15 an employee for a work period of more than ten hours per day without providing the employee  
16 with a second meal period of not less than thirty minutes, except that if the total hours worked is  
17 no more than twelve hours, the second meal period may be waived by mutual consent of the  
18 employer and the employee only if the first meal period was not waived.

19 28. Pursuant to the IWC Wage Orders applicable to Plaintiff and Class Members’  
20 employment by Defendants, in order for an “on duty” meal period to be permissible, the nature of  
21 the work of the employee must prevent an employee from being relieved of all duties relating to  
22 his or her work for the employer and the employee must consent in writing to the “on duty” meal  
23 period. Plaintiff and Class Members did not consent in writing to an “on duty” meal period.  
24 Further, the nature of the work of Plaintiff and Class Members was not such that they are  
25 prevented from being relieved of all duties.

26 29. Employees must be free to leave the premises during meal-and-rest breaks;  
27 otherwise, the time is considered “on duty” and must be paid accordingly.

28 30. Despite said requirements of the IWC Wage Orders applicable to Plaintiff and

1 Class Members' employment by Defendants and California Labor Code §§ 512 and 226.7,  
2 Plaintiffs and Class Members were not free to leave the plant premises during their breaks.  
3 Defendants nonetheless deducted meal-period time from Class Members' wages. Defendants  
4 failed to pay Class Members all wages owed during these times.

5 31. As a result of the foregoing, Defendants failed to pay Class Members at least  
6 minimum wage and/or overtime at applicable overtime/double overtime rates for all time worked,  
7 including time during which they are required to remain on the Employer's premises during meal  
8 periods, which must be paid at a rate of not less than minimum wage pursuant to California law.  
9 Defendants had an illegal policy and practice of prohibiting Class Members from leaving its  
10 premises during meal periods and/or requiring Class Members to obtain special permission before  
11 leaving the premises during their meal periods, creating a de facto rule and employer expectation  
12 that Class Members would remain on the premises and be available to work during such breaks, or  
13 else be subject to disciplinary action. Defendants paid zero dollars to Employees for hours worked  
14 during their meal periods. Consequently, Defendants violated California's minimum wage and  
15 overtime laws.

16 32. As a proximate result of the aforementioned violations, Plaintiff and Class  
17 Members have been damaged in an amount according to proof at time of trial.

18 33. Pursuant to California Labor Code § 226.7 and the IWC Wage Orders, Plaintiff,  
19 Class Members are entitled to recover two hours of premium pay for each day in which an off-  
20 duty meal-and-rest period was not provided.

21 34. At all times set forth herein, Defendants employed Plaintiff and other persons  
22 similarly situated throughout the state of California, and continue to employ such persons.

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

26 36. Plaintiff is informed and believes, and thereon alleges, that Defendants know,  
27 should know, knew and/or should have known that Plaintiff and the other Class Members were  
28 entitled to receive off-duty breaks.

37. Plaintiff is informed and believes, and thereon allege, that at all times herein mentioned, Defendants knew that they had a duty to provide off-duty breaks to Plaintiff and Class Members and pay all wages for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

38. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure §1021.5. Plaintiff is also entitled to attorneys' fees pursuant to Labor Code § 218.5 in this action to recover unpaid wages.

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

40. A violation of California Business and Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and practices of failing to pay Plaintiff and Class Members earned wages, among the other statutory violations alleged herein, over the past four years violates the California Labor Code, including California Labor Code §§ 221-223, 201-202, 204, 226, 226.7, 510, 1182.12, 1197, and 1198.

41. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

42. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and Class Members are entitled to restitution of the wages withheld and retained by Defendants during the 4-Year Statutory Period; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5 and Labor Code § 218.5, and an award of costs.

## SECOND CAUSE OF ACTION

**(For Failure to Pay Wages at Termination by Plaintiff and Waiting Time Subclass Members  
Against All Defendants)**

43. Plaintiff incorporates by reference and reallege each and every allegation contained

1 above, as though fully set forth herein.

2 44. California Labor Code §§ 201 and 202 require an employer who discharges an  
3 employee to pay compensation due and owing to said employee immediately upon discharge and  
4 that if an employee voluntarily leaves his or her employment, his or her wages shall become due  
5 and payable not later than seventy-two hours thereafter, unless the employee has given seventy  
6 two hours' previous notice of his or her intention to quit in which case the employee is entitled to  
7 his or her wages on their last day of work. California Labor Code § 203 provides that if an  
8 employer willfully fails to pay compensation promptly upon discharge, as required by California  
9 Labor Code §§201 and 202, the employer is liable for waiting time penalties in the form of  
10 continued compensation for up to thirty work days.

11 45. Throughout the 3-Year Statutory Period, Defendants willfully failed and refused,  
12 and continues to willfully fail and refuse, to pay Plaintiff and Waiting Time Subclass Members  
13 their wages, earned and unpaid, either at the time of discharge, or within seventy-two hours of  
14 their voluntarily leaving Defendants' employ.

15 46. Defendants' willful failure to pay Plaintiff and Waiting Time Subclass Members  
16 their wages earned and unpaid at the time of discharge, or within seventy-two hours of their  
17 voluntarily leaving Defendants' employ, violates California Labor Code §§ 201 and 202.

18 47. As a result, Defendants are liable to Plaintiff and Waiting Time Subclass Members  
19 for waiting time penalties pursuant to California Labor Code § 203, in an amount according to  
20 proof at the time of trial.

### 21 **THIRD CAUSE OF ACTION**

22 **(For Inaccurate Wage Statements by Plaintiff and Paystub Subclass Members Against All**  
23 **Defendants)**

24 48. Plaintiff incorporates by reference and reallege each and every allegation contained  
25 above, as though fully set forth herein.

26 49. California Labor Code §226(a) sets forth reporting requirements for employers  
27 when they pay wages: "Every employer shall ... at the time of each payment of wages, furnish  
28 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,

1 (2) total hours worked by the employee ... (5) net wages earned ... and (9) all applicable hourly  
2 rates in effect during the pay period and the corresponding number of hours worked at each hourly  
3 rate by the employee....”

4 50. California Labor Code §226(e) provides: “An employee suffering injury as a result  
5 of a knowing and intentional failure by “an employer to comply with subdivision (a) shall be  
6 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period  
7 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a  
8 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
9 shall be entitled to an award of costs and reasonable attorney’s fees.”

10 51. California Labor Code §226(e)(2)(B) provides: An employee is deemed to suffer  
11 injury for purposes of this subdivision if the employer fails to provide accurate and complete  
12 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and  
13 the employee cannot promptly and easily determine from the wage statement alone one or more of  
14 the following: (i) The amount of the gross wages or net wages paid to the employee during the pay  
15 period or any of the other information required to be provided on the itemized wage statement  
16 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). (ii) Which deductions the  
17 employer made from gross wages to determine the net wages paid to the employee during the pay  
18 period. Nothing in this subdivision alters the ability of the employer to aggregate deductions  
19 consistent with the requirements of item (4) of subdivision (a). (iii) The name and address of the  
20 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section  
21 1682, the name and address of the legal entity that secured the services of the employer during the  
22 pay period. (iv) The name of the employee and only the last four digits of his or her social security  
23 number or an employee identification number other than a social security number.”

24 52. Throughout the 1-Year Statutory Period, and on Defendants’ final payment of  
25 wages to Paystub Class Members at or near the time of their discharge or resignation, Defendants  
26 knowingly and intentionally failed, and continue to fail to furnish Plaintiff and Paystub Subclass  
27 Members, complete and accurate wage statements upon each payment of wages in violation of  
28 California Labor Code §226(a).

53. Plaintiff and Paystub Subclass Members were injured by these failures because, among other things, these failures led them to believe that they were not entitled to be paid wages for all work performed although they were so entitled, they were required to perform mathematical computations to analyze whether wages paid, in fact, compensated for all work performed and sales made, and they were not able to determine from the wage statements alone one or more of the items required to be provided. Defendants' failure to comply with California Labor Code §226(a) also hindered Plaintiff and Paystub Subclass Members from determining the amounts of wages actually owed to them.

54. Defendants will no doubt continue these illegal practices until such time as it is forced to pay penalties in compliance with California Labor Code §226(e).

55. Plaintiff and Paystub Subclass Members, are entitled to recover statutory penalties, interest, injunctive relief, and attorneys' fees and costs pursuant to California Labor Code §226(e) and (h).

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

### a. Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as representative(s) of the Class and Subclasses;
3. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

### **b. On the First through Third Causes of Action**

1. For compensatory damages in an amount not less than \$1,000,000;
2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due according to proof;
3. For statutory penalties pursuant to California Labor Code §§ 203 and 226(e);
4. For restitution and disgorgement pursuant to Business & Professions Code §§ 17200, *et seq.*;
5. For reasonable attorneys' fees and costs; and
6. For such other and further relief as the Court deems proper.

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury in this matter.

DATED: August 14, 2020

**WORKWORLD LAW CORP.**  
A Professional Corporation



By: \_\_\_\_\_

RUBEN ESCOBEDO  
Attorney for Plaintiff, WALTER PARRISH, and  
on Behalf of Other Members of the Public  
Similarly Situated and the State of California