

ENDORSED
FILED
ALAMEDA COUNTY

FEB 17 2021

CLERK OF THE SUPERIOR COURT
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17 *behalf of himself and all others similarly situated*

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SUPERIOR COURT OF CALIFORNIA
ALAMEDA COUNTY

BRADY SANTOS, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

WORLD PAC, INC., and Does 1 through 50,
inclusive,

Defendant.

Case No.: **RG21089090**

CLASS ACTION COMPLAINT

Unlimited Civil Case

The Amount Demanded Exceeds \$25,000

1 Plaintiff Brady Santos (“Plaintiff”), on behalf of himself, all others similarly situated,
2 complains, and alleges as follows:

3 **SUMMARY OF CLAIMS**

4 1. That WORLD PAC, Inc. (“Defendant”), engaged in unlawful conduct by: (1) taking
5 improper deductions from the wages of Plaintiff, and proposed class members, in violation of
6 California Labor Code section 221; (2) failing to provide Plaintiff, and proposed class members,
7 with accurate itemized wage statements, in violation of California Labor Code section 226; (3)
8 failing to provide Plaintiff, and proposed class members, with rest periods or provide separate
9 compensation for missed rest periods, in violation of California Labor Code sections 201-204 and
10 226.7; (4) failing to pay Plaintiff, and proposed class members, regular and overtime wages for all
11 hours worked, including for all non-productive time, in violation of California Labor Code
12 sections 201-204, 510, and 1194; (5) failing to pay Plaintiff, and proposed class members, all
13 commissions owed in violation of California Labor Code sections 201-204; and (6) failing to
14 provide Plaintiff, and proposed class members, a signed contract setting forth the contemplated
15 method of payment of commissions, or provide a signed receipt of the contract, in violation of
16 California Labor Code section 2751. These failures further constitute unfair business practices, in
17 violation of California Business and Professions Code section 17200, et. seq., and violations of
18 California Labor Code section 2698, et. seq., the Private Attorneys General Act of 2004 (“the
19 PAGA”), through which Plaintiff seeks civil penalties.

20 **JURISDICTIONAL ALLEGATIONS**

21 2. Defendant is, and at all relevant times was, a corporation doing business within the
22 State of California, including Alameda County, and is an employer under applicable Industrial
23 Welfare Commission (“IWC”) Wage Orders. Venue is therefore proper in Alameda County
24 pursuant to California Code of Civil Procedure sections 395, subdivision (a) and 395.5, in that
25 liability arose in Alameda County in that since approximately March 2020, Plaintiff has performed
26 services for Defendant from his home in Livermore, California.

27 3. The California Superior Court has jurisdiction in this matter because Plaintiff is a
28 resident of California, Defendant is qualified to do business in California, and Defendant regularly

1 conducts business in California. Further, there is no federal question at issue, as the claims herein
2 are based solely on California law.

3 4. This action seeks relief for unremedied violations of California law, including, inter
4 alia; damages, reimbursements, restitution, penalties, interest and attorneys' fees, as appropriate,
5 to Plaintiff, proposed class members, aggrieved employees, and to victims of the practices at issue,
6 who have been subjected to improper deductions of their pay, in violation of California Labor
7 Code section 221; who have not been provided accurate wage statements, in violation of
8 California Labor Code section 226; who have not been provided rest periods or separately
9 compensated for missed rest periods, in violation of California Labor Code sections 201-204 and
10 226.7; who have not been paid all regular or overtime wages for all hours worked, including all
11 non-productive time, in violation of California Labor Code sections 201-204, 510, and 1194; who
12 have not been paid all commissions owed, in violation of California Labor Code sections 201-204;
13 and who have not been provided a signed contract setting forth the contemplated method of
14 payment of commissions, or provided a signed receipt of the contract, in violation of California
15 Labor Code section 2751. Plaintiff is informed and believes that the damages, reimbursements,
16 restitution, penalties, interest and attorneys' fees do not exceed an aggregate of \$4,999,999.99 and
17 that Plaintiff's individual claims do not exceed \$74,999.99.

18 5. The names and capacities of defendants sued herein under California Code of Civil
19 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
20 therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this
21 Complaint and include these Doe defendants' names and capacities when they are ascertained.
22 Each fictitiously named defendant is responsible in some manner for the conduct alleged herein
23 and for the injuries suffered by Plaintiff, the members of the class, aggrieved employees, and the
24 general public.

25 6. At all times mentioned in the causes of action alleged herein, each and every
26 Defendant was an agent and/or employee of each and every other Defendant. In doing the things
27 alleged in the causes of action stated herein, each and every Defendant was acting within the
28 course and scope of this agency or employment and was acting with the consent, permission and

1 authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the
2 causes of action stated herein were ratified and approved by every other Defendant or their
3 officers or managing agents.

4 7. Plaintiff is a current employee of Defendant. Defendant employs Plaintiff as inside
5 sales representative. Plaintiff began working for Defendant in approximately 1995. Plaintiff's
6 job duties include the sale of automotive parts and equipment to individuals and companies across
7 the country. Plaintiff, and proposed class members, are paid solely via commission.

8 **GENERAL ALLEGATIONS**

9 8. During Plaintiff's employment with Defendant, Plaintiff, and proposed class
10 members, were never provided rest periods, and never separately compensated for rest breaks.
11 Defendant's sale-based compensation system does not compensate Plaintiff, and proposed class
12 members, separately for rest periods and therefore does not comport with California law, as
13 explained by the courts in Armento v. Osmose, Inc., 135 Cal. App. 4th 314 (2005), and Bluford v.
14 Safeway Stores, Inc., 216 Cal. App. 4th 864, 872 (2013). This rule applies to Plaintiff, and
15 proposed class members, even though they are paid solely on a commission basis as explained by
16 the court in Vaquero v. Stoneledge Furniture LLC, 9 Cal. App. 5th 98 (2017). In addition,
17 Defendant never provided compensation to Plaintiff, and proposed class members, for the lack of
18 rest periods. California Labor Code section 226.7, subdivision (c) holds that "If an employer fails
19 to provide an employee a ... rest ... period in accordance with a state law, including, but not
20 limited to, a applicable regulation, standard, or order of the Industrial Welfare Commission, the
21 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
22 Health, the employer shall pay the employee one additional hour of pay at the employee's regular
23 rate of compensation for each workday that the...rest...period is not provided." By not providing
24 rest periods or separate compensation for missed rest periods, Defendant violated California Labor
25 Code section 226.7. Pursuant to California Labor Code sections 218.6 and Civil Code section
26 3287, Plaintiff, and proposed class members, are entitled to recover pre-judgment interest on all
27 amounts recovered for unpaid rest periods.

28 9. During Plaintiff's employment with Defendant, Plaintiff, and proposed class

1 members, were never paid all regular and overtime wages owed, including for all non-productive
2 time. Since approximately 2014, Defendant required Plaintiff, and proposed class members, to
3 attend training and sales meetings twice a month with these meetings occurring after assigned
4 working hours concluded. Defendant also required Plaintiff, and proposed class members, to
5 make sales calls for what Defendant refers to as ‘House Accounts’ and accounts assigned to
6 Defendant’s former employees, accounts from which Plaintiff and the proposed class members
7 could not earn any commissions. Defendant also required Plaintiff, and proposed class members,
8 to work Saturday shifts, where the bulk of the work is on House Accounts. Defendant did not pay
9 Plaintiff, and proposed class members, commissions for any sales associated with either House
10 Accounts or accounts assigned to Defendant’s former employees. Defendant did not separately
11 compensate Plaintiff or proposed class members for this non-productive work time. By failing to
12 pay separately pay for all non-productive time worked, Defendant failed to pay all regular and
13 overtime wages owed, thereby violating California Labor Code sections 201-204, 510, and 1194.
14 As such, Plaintiff, and proposed class members, are entitled to obtain the unpaid balance of the
15 full amount of the unpaid wages owed pursuant to California Labor Code section 1194,
16 subdivision (a). Plaintiff, and proposed class members, are also entitled to recover liquidated
17 damages as provided by California Labor Code section 1194.2, subdivision (a). Pursuant to Labor
18 Code sections 218.6, 1194, subdivision (a), and Civil Code section 3287, Plaintiff, and proposed
19 class members, are entitled to recover pre-judgment interest on all amounts of unpaid wages
20 recovered. Pursuant to Labor Code section 1194, subdivision (a), Plaintiff, and proposed class
21 members, are also entitled to recover attorneys’ fees and costs incurred by them to bring this
22 action.

23 10. During Plaintiff’s employment with Defendant, Plaintiff, and proposed class
24 members, were never provided with a signed written copy of the contract setting forth the
25 contemplated method of payment of commissions. Plaintiff’s, and proposed class members’,
26 compensation is one-hundred percent commission. However, Plaintiff, and proposed class
27 members, were never provided a written copy of any plan setting forth how commissions are
28 earned. Instead, Defendant unilaterally and without notice set, applied, and changed the amount of

1 commission Plaintiff, and proposed class members, would receive when a sale was made. Since
2 approximately the mid-2000s, the percentage of the commission Defendant paid Plaintiff, and
3 proposed class members, decreased significantly and consistently. Defendant never provided
4 Plaintiff, and proposed class members, with a commission plan outlining the changes or decreases.
5 By failing to provide a signed written copy of a contract setting forth the contemplated method of
6 payment of commissions or a signed receipt of such contract, Defendant violated California Labor
7 Code section 2751. Further, when Plaintiff, and proposed class members, received a commission
8 from Defendant, Defendant imposed chargebacks and a deduction which Defendant refers to as
9 “SPIFFS.” In the absence of a commission plan, Plaintiff, and proposed class members, were left
10 without an explanation of what this “SPIFFS” deduction is. As a result of these actions, Defendant
11 failed to pay Plaintiff and proposed class member for all commissions owed. By taking
12 deductions from the commissions, Defendant violates California Labor Code section 221.

13 11. Because Defendant failed to pay Plaintiff, and proposed class members, premiums
14 for missed rest breaks, separate compensation for non-productive time, for all overtime and
15 regular hours worked, and took unlawful deductions, Defendant failed to furnish accurate itemized
16 statements to Plaintiff, and proposed class members, showing all gross wages earned, all
17 deductions to wages, and all net wages earned as required by California Labor Code section 226,
18 subdivision (a)(1), (4), and (5). This failure gives rise to civil penalties under California Labor
19 Code sections 226, subdivision (e) and 226.3.

20 12. Given the violations of the aforementioned California Labor Code sections and
21 Wage Orders, Defendants are therefore liable for unfair business practices, in violation of
22 California Business & Professions Code section 17200, et. seq.

23 13. Given the violations of the aforementioned California Labor Code sections and
24 Wage Orders, Defendants are therefore liable for civil penalties set forth within, and authorized
25 by, the PAGA, California Labor Code section 2698, et. seq.

26 **CLASS ALLEGATIONS**

27 14. Plaintiff is, and at all relevant times was, a resident of the State of California.
28 Plaintiff sues on behalf of himself and the following class of employees of Defendant in

1 California: all inside sales representatives employed by Defendant in California during the four
2 years preceding the filing of this complaint to the present.

3 15. Because Defendant did not provide Plaintiff, in his employment with Defendant
4 as an inside sales representative, with all commissions owed; accurate itemized wage
5 statements; rest breaks, separate compensation for rest breaks or one hour premium
6 compensation for missed rest breaks; compensation for all regular or overtime wages for all
7 hours worked, including all non-productive time; signed written contracts that set forth the
8 method by which commissions would be computed and paid; and subjected Plaintiff to
9 unlawful deductions; Plaintiff's claims are typical of those of the proposed class.

10 16. Plaintiff will fairly and adequately represent and protect the interests of the
11 members of the proposed class in that he has no disabling conflict of interest that would be
12 antagonistic to those of the other members of the proposed class. Plaintiff retained counsel
13 who are competent and experienced in the prosecution of class action wage and hour
14 violations.

15 17. The proposed class is sufficiently numerous and the class members are
16 geographically dispersed throughout California, the joinder of whom in one action is
17 impracticable, such that the disposition of whose claims in a class action will provide
18 substantial benefits to both the parties and the Court.

19 18. There is a well-defined community of interest in the questions of law and fact
20 involved affecting the parties to be represented. The questions of law and fact common to the
21 proposed class predominate over questions that may affect individual class members, include
22 but are not limited to the following:

- 23 (a) Whether Defendant implemented and engaged in a pattern and practice
24 whereby Defendant failed to pay Plaintiff and proposed class members all
25 commissions owed;
- 26 (b) Whether Defendant implemented and engaged in a pattern and practice
27 whereby Defendant subjected Plaintiff and proposed class members to
28 improper deductions from wages;

- 1 (c) Whether Defendant implemented and engaged in a pattern and practice
2 whereby Defendant failed to provide Plaintiff and proposed class members
3 with accurate itemized wage statements;
- 4 (d) Whether Defendant implemented and engaged in a pattern and practice
5 whereby Defendant failed to separately pay Plaintiff and proposed class
6 members for rest periods;
- 7 (e) Whether Defendant implemented and engaged in a pattern and practice
8 whereby Defendant failed to provide rest periods or pay compensation for
9 missed rest periods;
- 10 (f) Whether Defendant implemented and engaged in a pattern and practice
11 whereby Defendant failed to pay Plaintiff and proposed class members for
12 non-productive time worked;
- 13 (g) Whether Defendant implemented and engaged in a pattern and practice
14 whereby Defendant failed to provide Plaintiff and proposed class members
15 with a signed contract setting forth the contemplated method of payment of
16 commissions, or a signed receipt of the contract;
- 17 (h) Whether the acts and practices of Defendant as alleged herein violated, inter
18 alia, applicable provisions of the California Labor Code, including but not
19 limited to sections 201-204, 226, 226.7, 510, 1194, 2751, the applicable
20 Industrial Welfare Commission Orders, California Business & Professions
21 Code section 17200, et seq., and the Private Attorneys General Act of 2004
22 (the PAGA), California Labor Code section 2698, et. seq.

23 19. Plaintiff and proposed class members have all similarly suffered irreparable harm
24 and damages as a result of Defendant's unlawful and wrongful conduct, including, but not limited
25 to, Defendant's pattern and practice of: (1) failing to pay Plaintiff and proposed class members all
26 commissions owed; (2) subjecting Plaintiff and proposed class members to improper deductions;
27 (3) failing to provide Plaintiff and proposed class members with accurate itemized wage
28 statements; (4) failing to provide Plaintiff and proposed class members with rest periods,

1 separately compensate Plaintiff and proposed class members for rest periods, or pay compensation
2 for missed rest periods; (5) failing to pay Plaintiff and proposed class members all regular and
3 overtime wages for all hours worked, including all non-productive time; and (6) failing to provide
4 Plaintiff and proposed class members with a signed contract setting forth the contemplated method
5 of payment of commissions, or a signed receipt of the contract. These failures further constitute
6 unfair business practices, in violation of California Business and Professions Code section 17200,
7 et. seq., and violations of California Labor Code section 2698, et. seq., the Private Attorneys
8 General Act of 2004 (“the PAGA”), through which Plaintiff seeks civil penalties. These issues are
9 common to all proposed class members, making class treatment especially appropriate. Because
10 the action of Defendant toward proposed class members follow common patterns, all of which are
11 reflected in the records possessed by Defendant, this action will provide substantial benefits to all
12 proposed class members. Absent this action, Defendant’s unlawful conduct will continue
13 unremedied and uncorrected.

14 **FIRST CAUSE OF ACTION**
15 **(Wage Statement Violations:**
16 **Cal. Lab. Code § 226)**

17 20. Plaintiff and proposed class members incorporate by reference the allegations
18 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

19 21. During the relevant time period, Defendant failed to pay Plaintiff, and proposed
20 class members, separately for missed rest periods, all regular and overtime wages, including non-
21 productive time, and took deductions from wages owed to Plaintiff and proposed class members.
22 As such, Defendant failed to furnish accurate itemized wage statements to Plaintiff and proposed
23 class members containing information as required by California Labor Code sections 226,
24 subdivision (a)(1), (4), and (5). These failures caused Plaintiff and proposed class members to
25 suffer injury as defined by California Labor Code section 226, subdivision (e)(2)(B)(i). As a
26 result of Defendant’s failures, Plaintiff and proposed class members are entitled to recover the
27 penalties, damages, and attorneys’ fees as set forth in California Labor Code section 226,
28 subdivision (e)(1) and 226.3.

1 22. Plaintiff and proposed class members are therefore entitled to the relief
2 requested below.

3 **SECOND CAUSE OF ACTION**

4 **(Rest Period Violations:**

5 **Cal. Lab. Code § 226.7)**

6 23. Plaintiff and proposed class members incorporate by reference the allegations
7 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

8 24. During the relevant time period, Defendant paid Plaintiff, and proposed class
9 members, on a commission basis. Defendant does not separately compensate Plaintiff and
10 proposed class members for rest periods or provide Plaintiff, and proposed class members, rest
11 periods or an additional hour of compensation when Plaintiff, and proposed class members, do not
12 receive their rest periods. These failures violate California Labor Code section 226.7. As a result
13 of Defendant's failures, Plaintiff, and the proposed class members, are entitled to recover the
14 additional hour of compensation for rest breaks as set forth in California Labor Code sections
15 226.7, subdivision (c) and recoverable pursuant to California Labor Code section 558 and 1198.
16 Pursuant to California Labor Code sections 218.6 and Civil Code section 3287, Plaintiff, and those
17 he seeks to represent, are also entitled to recover pre-judgment interest on all amounts recovered
18 for unpaid rest periods.

19 25. Plaintiff and proposed class members are therefore entitled to the relief
20 requested below.

21 **THIRD CAUSE OF ACTION**

22 **(Failure To Pay Overtime And Wages:**

23 **Violation of Cal. Lab. Code §§ 201-204, 510, & 1194)**

24 26. Plaintiff and the proposed class members incorporate by reference the
25 allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

26 27. Although Defendant paid Plaintiff, and proposed class members, on a
27 commission basis, Defendant failed to pay all commissions owed. Defendant also failed to
28 separately pay Plaintiff and proposed class members for rest periods and failed to pay wages
for all regular and overtime hours worked, including for all non-productive time, such as
attending training and sales meetings twice a month, and making sales calls for House

1 Accounts and accounts assigned to Defendant's former employees for which Plaintiff and
2 proposed class members earn no commissions and Defendant requires Plaintiff, and proposed
3 class members, to work Saturday shifts. In addition, Defendant took deductions from
4 commissions earned by Plaintiff, and proposed class members, in violation of California Labor
5 Code section 221.

6 28. As a result of Defendant's failure to pay Plaintiff, and proposed class members, for
7 all commissions earned and all time worked, and improperly taking deductions from commissions
8 earned, Plaintiff, and proposed class members, are entitled to obtain the unpaid balance of the full
9 amount of the unpaid wages owed pursuant to California Labor Code sections 201-204, 510 and
10 1194. Plaintiff, and proposed class members, are also entitled to recover liquidated damages as
11 provided by California Labor Code section 1194.2, subdivision (a).

12 29. Pursuant to Labor Code sections 218.6, 1194, and Civil Code section 3287,
13 Plaintiff, and proposed class members, are entitled to recover pre-judgment interest on all amounts
14 of unpaid wages recovered. Pursuant to Labor Code section 1194, Plaintiff, and proposed class
15 members, are also entitled to recover attorneys' fees and costs incurred by them to bring this
16 action.

17 30. Plaintiff and proposed class members are therefore entitled to the relief requested
18 below.

19 **FOURTH CAUSE OF ACTION**
20 **(Unlawful, Unfair And Fraudulent Business Practices:**
21 **Business & Professions Code § 17200, et seq.)**

22 31. Plaintiff and proposed class members incorporate by reference the allegations
23 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

24 32. At all relevant times, California Business & Professions Code section 17200, et
25 seq., prohibited acts of unfair competition, defined as an "unlawful, unfair, or fraudulent business
26 act or practice."

27 33. The aforementioned policies, acts and practices described were and are unlawful
28 business acts or practices because of Defendant's (1) improper deductions from the commissions
of Plaintiff, and proposed class members, in violation of California Labor Code section 221; (2)

1 failure to provide Plaintiff, and proposed class members, with accurate itemized wage statements,
2 in violation of California Labor Code section 226; (3) failure to provide Plaintiff, and proposed
3 class members, with rest periods or provide separate compensation for missed rest periods, in
4 violation of California Labor Code sections 201-204 and 226.7; (4) failure to pay Plaintiff, and
5 proposed class members, separately for rest periods and all regular and overtime wages for all
6 hours worked, including for all non-productive time, in violation of California Labor Code
7 sections 201-204, 510, and 1194; (5) failure to pay Plaintiff, and proposed class members, all
8 commissions owed in violation of California Labor Code sections 201-204; and, (6) failure to
9 provide Plaintiff, and proposed class members, a signed contract setting forth the contemplated
10 method of payment of commissions, or provide a signed receipt of the contract, in violation of
11 California Labor Code section 2751; violate applicable California Labor Code sections, Industrial
12 Welfare Commission Wage Orders, the Private Attorneys General Act of 2004, Labor Code
13 section 2698 et seq., and other provisions of California common and/or statutory law. Plaintiff
14 reserves the right to allege additional statutory and common law violations by Defendants.

15 34. Further, the policies, acts or practices described herein were and are an unfair
16 business acts or practices because any justifications for Defendant's illegal and wrongful conduct
17 were and are vastly outweighed by the harm such conduct caused to Plaintiff, proposed class
18 members, aggrieved employees, and the members of the general public.

19 35. As a result of their unlawful and/or unfair and/or fraudulent acts, Defendant reaped
20 unfair benefits and illegal profits at the expense of Plaintiff and proposed class members.
21 Defendant should be made to disgorge ill-gotten gains and provide restitution to Plaintiff and
22 proposed class members for the wrongfully withheld wages pursuant to Business and Professions
23 Code section 17203.

24 36. Accordingly, Plaintiff and proposed class members respectfully request that the
25 Court award judgment and relief in their favor, to provide restitution, and other types of equitable
26 relief.

27 37. Plaintiff and the proposed class members are therefore entitled to the relief
28 requested below.

EIGHTH CAUSE OF ACTION
(Labor Code Private Attorneys General Act of 2004 (the “PAGA”):
Cal. Lab. Code § 2698, et. seq.)

38. Plaintiff and proposed class members incorporate by reference the allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

39. The policies, acts and practices heretofore described were and are unlawful because Defendant’s (1) improper deductions from the commissions of Plaintiff, and proposed class members, in violation of California Labor Code section 221; (2) failure to provide Plaintiff, and proposed class members, with accurate itemized wage statements, in violation of California Labor Code section 226; (3) failure to provide Plaintiff, and proposed class members, with rest periods or provide separate compensation for missed rest periods, in violation of California Labor Code sections 201-204 and 226.7; (4) failure to separately pay Plaintiff, and proposed class members, for rest periods and regular and overtime wages for all hours worked, including for all non-productive time, in violation of California Labor Code sections 201-204, 510, and 1194; (5) failure to pay Plaintiff, and proposed class members, all commissions owed in violation of California Labor Code sections 201-204; and, (6) failure to provide Plaintiff, and proposed class members, a signed contract setting forth the contemplated method of payment of commissions, or provide a signed receipt of the contract, in violation of California Labor Code section 2751; violates applicable California Labor Code sections and gives rise to statutory and civil penalties as a result of such conduct, including but not limited to penalties as provided by Labor Code sections 203, 226(e), 226.3, 2698, 2699(f), 2699.3, and 2699.5, and applicable Industrial Welfare Commission Wage Orders. Plaintiff, as an aggrieved employee, hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 on behalf of himself and other current and formers employees of Defendant against whom one or more of the violations of the Labor Code was committed.

40. On November 9, 2020, Plaintiff exhausted his administrative resources by filing a PAGA complaint with the California Department of Industrial Relations, alleging that Defendant violated the California Labor Code.

41. Plaintiff seeks attorneys’ fees to achieve the same, pursuant to the Labor Code

1 section 2699(g)(1).

2 **PRAYER FOR RELIEF**

3 WHEREFORE Plaintiff prays for judgment and relief as follows:

- 4 1. An order certifying that the action may be maintained as a class action;
- 5 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
- 6 available under each cause of action, in an amount to be proven at trial based
- 7 on, inter alia, the unpaid balance of compensation Defendant owes;
- 8 3. Reasonable attorneys' fees pursuant to the California Labor Code, including
- 9 sections 226, subdivision (e)(1), 1194, and 2698, et seq.;
- 10 4. Costs of this suit;
- 11 5. Pre- and post-judgment interest; and
- 12 6. Such other and further relief as the Court deems just and proper.

13 **JURY DEMAND**

14 Plaintiff hereby demands a trial by jury.

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16 Date: February 16, 2021

WORKMAN LAW FIRM, PC

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18 By:



19 Robin G. Workman
20 *Attorneys for Brady Santos, and all others*
21 *similarly situated*
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