

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff MARCO ACEVES
on behalf of himself and all others similarly situated

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

MARCO ACEVES and on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

LLOYDS MAUFACTURING SERVICES,
INC., a California corporation, BARRETT
BUSINESS SERVICES, INC. a Maryland
corporation and DOES 1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Reimburse Employee
Expenses**
- 5) Failure to Timely Pay Wages While
Employed and at Termination of
Employment**
- 6) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 7) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

1 Plaintiff MARCO ACEVES on behalf of himself and all others similarly situated assert
2 claims against Defendants LLOYDS MAUFACTURING SERVICES, INC. d/b/a CALSPAS,
3 BARRETT BUSINESS SERVICES, INC., and DOES 1 through 50, inclusive (hereinafter
4 collectively referred to as "Defendants") as follows: I.

5 INTRODUCTION

6 1. Plaintiff Marco Aceves ("Plaintiff") asserts the following Class Action claims,
7 pursuant to Code of Civil Procedure section 382, against Defendants, Lloyds Manufacturing
8 Services, Inc. d/b/a Calspas ("Lloyds Manufacturing"), Barrett Business Services, Inc.
9 ("Barrett Business") and Does 1 through 50 inclusive, (collectively "Defendants").

10 2. During the liability period, defined as the applicable statute of limitations for
11 each and every cause of action contained herein, Defendants enforced shift schedules,
12 employment policies and practices, and workload requirements wherein Plaintiff and all other
13 Non Exempt Employees: (1) were not paid proper wages they earned for all hours they worked
14 including minimum wage and overtime compensation; (2) were not permitted to take their full
15 statutorily authorized rest and meal periods, or had their rest and meal periods shortened or
16 provided to them late due to the scheduling and work load and time requirements placed upon
17 them by Defendants. Defendants failed to pay such employees one (1) hour of pay at the
18 employees regular rate of compensation for each workday that the meal period and/or rest
19 period that was not properly provided.

20 3. During the liability period, Defendants have failed to reimburse Class Members
21 for business expenses incurred in the performance of their job duties and made unlawful
22 deductions from Class Members' paychecks for tools used in the performance of their job
23 duties.

24 4. During the liability period, Defendants have also failed to maintain accurate
25 itemized records reflecting total hours worked and have failed to provide Non Exempt
26 Employees with accurate, itemized wage statements reflecting total hours worked and
27 appropriate rates of pay for those hours worked.
28

1 5. During the liability period, Defendants have also failed to pay all wages owed to
2 Class Members in a timely manner.

3 6. Plaintiff brings this class action on behalf of himself and all similarly situated
4 employees not classified as “Exempt” or primarily employed in executive, professional, or
5 administrative capacities, employed by, or formerly employed by Defendants in California.
6 (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

7 7. Plaintiff on behalf of himself and Class Members, bring this action pursuant to
8 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 2802, Title 8,
9 Section 11010 and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders,
10 seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other
11 equitable relief, and reasonable attorneys’ fees and costs.

12 **II.**

13 **VENUE**

14 8. Venue as to each Defendant is proper in this judicial district pursuant to Code of
15 Civil Procedure section 395. Defendant conducts substantial and continuous commercial
16 activities in Los Angeles County, California and each Defendant is within the jurisdiction of
17 this Court for service of process purposes. Defendants employ numerous Class Members in Los
18 Angeles County, California.

19 **III.**

20 **PARTIES**

21 9. Plaintiff is, and at all times mentioned in this complaint was a resident of
22 California.

23 10. On information and belief, Defendants were at all times mentioned herein
24 licensed and qualified to do business in California. On information and belief, Plaintiff alleges
25 that at all relevant times referenced herein Defendants did and continue to transact business
26 throughout California.

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

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

IV.

FACTUAL BACKGROUND

13. On information and belief, Defendant Lloyds Manufacturing is engaged in providing luxury, home and hydrotherapy spa services to businesses throughout California and the United States.

14. On information and belief Defendant Barrett Business provides employment staffing services to companies in the state of California including Defendant Lloyds Manufacturing.

15. Plaintiff Marco Aceves was employed by Defendants from on or about September 2019 through on or about February 2020. During his employment, Plaintiff occupied a non- exempt hourly position.

16. During the relevant time period, Defendants implemented a timekeeping policy and practice for Employees which rounded their clock-in and clock-out times in a manner that resulted in a loss of time worked. As a result, Employees were consistently underpaid and were required to work off the clock and without pay, including for overtime wages they did not

1 receive. As such, Defendants failed to pay proper overtime compensation when Non Exempt
2 Employees worked in excess of eight (8) hours in a workday and/or forty (40) hours in a
3 workweek at the rate of time and one-half (1 1/2) of such employee's regular rate of pay and/or
4 in excess of twelve (12) hours in a workday at the rate of double the employees' regular rate of
5 pay.

6 17. During the relevant time period, due to the work load requirements and time
7 constraints imposed by Defendant during each shift, Plaintiffs and similarly situated Class
8 Members were required to work in excess of five (5) hours without a minimum, uninterrupted
9 thirty (30) minute meal period and/ or in excess of ten (10) hours without a second minimum
10 uninterrupted 30 minute meal period and were not compensated one (1) hour of pay at their
11 regular rate of compensation for each workday that a compliant meal period was not provided,
12 in violation of California labor laws, regulations and IWC Wage Order.

13 18. Due to the work load requirements and time constraints imposed by Defendants,
14 Plaintiff and similarly situated Class Members were frequently required to work without being
15 permitted or authorized a minimum ten (10) minute rest period for every four hours or major
16 fraction thereof. Further, Non Exempt Employees were instructed not to leave the premises
17 during their rest breaks. Plaintiff and Class Members were not compensated one (1) hour of pay
18 at their regular rate of compensation for each workday that a rest period was not provided, in
19 violation of California labor laws, regulations, and IWC Wage Orders.

20 19. As Non Exempt Employees, Plaintiff and similarly situated Class Members were
21 required to use their personal gloves, protective eyewear and protective facial masks in the
22 performance of their job duties for which they did not receive reimbursement from Defendants.

23 20. During the liability period, Defendants paid Plaintiff and Class Members on a
24 weekly basis and failed to pay said wages in a timely manner in accordance with Labor Code
25 section 204.

26 21. Defendants also willfully failed to pay all earned wages in a timely manner to
27 Non Exempt Employees; nor have Defendants paid to Non Exempt Employees, upon or after
28 termination of their employment with Defendants, all compensation due, including but not

1 limited to all wages owed and compensation for having failed to properly provide rest periods
2 and meal periods.

3 22. Defendants have also failed to maintain accurate itemized records reflecting total
4 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
5 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

6 23. Plaintiff is informed and believes, and based thereon allege, that Defendants
7 currently employ and during the relevant period have employed over one hundred (100)
8 employees in the State of California in non-exempt hourly positions.

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

12 **V.**

13 **CLASS ACTION ALLEGATIONS**

14 25. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
15 are or were employed by Defendants in the state of California to work for Lloyds Manufacturing
16 as hourly non exempt employees within four (4) years prior to the date this lawsuit is filed
17 (“liability period”) until resolution of this lawsuit (collectively referred to as the “Non Exempt
18 Class Members”).

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

21 a. All persons who are or were employed by Defendants in the state of
22 California to work for Lloyds Manufacturing as hourly non exempt employees, who within the
23 liability period, were not accurately and fully paid all lawful wages owed to them including
24 proper overtime compensation for all their hours worked;

25 b. All persons who are or were employed by Defendants in the state of
26 California to work for Lloyds Manufacturing as hourly non exempt employees, who within the
27 liability period, have not been provided a timely and/or uninterrupted 30 minute meal period
28

1 when they worked over five hours and/or over ten hours in a work shift and were not provided
2 compensation in lieu thereof;

3 c. All persons who are or were employed by Defendants in the state of
4 California to work for Lloyds Manufacturing as hourly non exempt employees who, within the
5 liability period, have not been provided a minimum ten (10) minute rest period for every four (4)
6 hours or major fraction thereof worked per day and were not provided compensation in lieu
7 thereof;

8 d. All persons who are or were employed by Defendants in the state of
9 California to work for Lloyds Manufacturing as hourly non-exempt employees who, within the
10 liability period, were required to use their personal gloves, protective eyewear and protective
11 facial masks in the performance of their job duties without receiving reimbursement from
12 Defendants;

13 e. All persons who are or were employed by Defendants in the state of
14 California to work for Lloyds Manufacturing as hourly non- exempt employees who, within the
15 liability period, were paid on a weekly basis and were not not timely paid wages while employed
16 by Defendants within seven calendar days of the end of the payroll period within which the
17 wages were earned;

18 f. All persons who are or were employed by Defendants in the state of
19 California to work for Lloyds Manufacturing as hourly non- exempt employees who, within the
20 liability period, were not timely paid all wages due and owed to them upon the termination of
21 their employment with Defendants; and

22 g. All persons who are or were employed by Defendants in the state of
23 California to work for Lloyds Manufacturing as hourly non- exempt employees who, within the
24 liability period, were not provided with accurate and complete itemized wage statements.

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

28 28. This action has been brought and may properly be maintained as a class action

under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

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

B. Commonality

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

- i. Whether Defendants violated Labor Code §§510, 1194 and applicable IWC Wage Orders by failing to pay all earned wages including proper overtime compensation to Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or more than forty (40) hours in a workweek and/or in excess of twelve (12) hours in a work day;
- ii. Whether Defendants violated Labor Code §§226.7, 512 and applicable IWC Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours and failing to compensate said employees one hour wages in lieu of meal periods;
- iii. Whether Defendants violated Labor Code sections 226.7 and applicable IWC Wage Orders by failing to authorize and permit minimum 10 minute rest periods to Non-Exempt Employees for every four hours or major fraction thereof worked and failing to compensate said employees one hours wages in lieu of rest periods;
- iv. Whether Defendants violated Labor Code §2802 and applicable IWC Wage Orders for failing to indemnify employees for the expenditures incurred in the performance of their job duties (i.e., requiring that Plaintiff and similarly situated Class

Members use their personal gloves, protective eyewear and protective facial masks in the performance of their job duties);

v. Whether Defendants violated sections 201-203 of the Labor Code by failing to pay all earned wages and/or premium wages due and owing at the time that any Class Members' employment with Defendants terminated;

vi. Whether Defendants violated section 204 of the Labor Code by failing to pay timely wages within seven calendar days of the end of the payroll period within which the wages were earned;

vii. Whether Defendants violated sections 226 of the Labor Code and applicable IWC Wage Orders by failing to, among other violations, maintain accurate records of Non-Exempt Employees' earned wages, work periods, meal periods and deductions;

viii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code by failing to comply with Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders

ix. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

C. Typicality

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

D. Adequacy of Representation

32. 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

33. 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.

34. 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. Plaintiffs 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
(Lab. Code §§204,510, 1194, 1199)
(Against All Defendants)

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

36. During the liability Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including proper overtime compensation in violation of California state wage and hour laws.

37. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working 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.

38. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working off the clock and in excess of twelve (12) hours in a workday without receiving the proper compensation at the rate of double such employee's regular rate of pay

39. During the liability period, Defendant's policies and practices resulted in Defendants' failure to timely pay wages when earned pursuant to Labor Code section 204.

40. 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 including overtime compensation 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.

41. 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)

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

43. By failing to provide timely 30 minute uninterrupted meal periods for days on which Non-Exempt employees work(ed) shifts in excess of 5 hours and/or failing to provide a second 30 minute uninterrupted meal period by the end of the tenth hour for days in which the Non Exempt Employees worked shifts in excess of ten (10) hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendant violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

44. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiffs and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiffs and Class Members.

45. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are

1 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
2 §226.7.

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

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

8 47. Plaintiff repeats and incorporate herein by reference each and every allegation set
9 forth above, as though fully set forth herein.

10 48. By failing to provide a minimum ten (10) minute rest period for every four hours
11 or major fraction thereof worked per day by Non Exempt Employees and/or restricting Non
12 Exempt Employees from leaving the work premises, and failing to provide compensation for
13 such non-compliant rest periods, as alleged above, Defendants willfully violated the provisions
14 of Labor Code section 226.7 and IWC applicable Wage Orders.

15 49. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek
16 to represent have been deprived of premium wages in amounts to be determined at trial, and are
17 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
18 §226.7.

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

21 **Fourth Cause of Action**
22 Failure to Reimburse Employee Expenses
(Lab. Code § 2802)
(Against All Defendants)

23 51. Plaintiff repeats and incorporate herein by reference each and every allegation set
24 forth above, as though fully set forth herein.

25 52. By their policy and/or practice of unlawfully requiring that Non Exempt
26 Employees use their personal gloves, protective eyewear and protective facial masks in the
27
28

1 performance of their job duties for which they were not reimbursed Defendant willfully violated
2 the provisions of Lab. Code § 2802.

3 53. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
4 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
5 fees, and costs, under Labor Code§ 2802.

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

8 **Fifth Cause of Action**
9 Failure to Timely Pay Wages Due At Termination
10 (Lab. Code §§ 201-203)
11 (Against All Defendants)

12 55. Plaintiff repeats and incorporate herein by reference each and every allegation set
13 forth above, as though fully set forth herein.

14 56. Sections 201 and 202 of the California Labor Code require Defendants to pay its
15 employees all wages due within 72 hours of termination of employment. Section 203 of the
16 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
17 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
18 full or an action is commenced. The penalty cannot exceed 30 days of wages.

19 57. Affected class members are entitled to compensation for all forms of wages
20 earned, including overtime compensation and compensation for non provided rest and meal
21 periods but to date have not received such compensation therefore entitling them Labor Code
22 section 203 penalties.

23 58. More than 30 days have passed since Plaintiff and affected Class Members have
24 left Defendants' employ, and on information and belief, have not received payment pursuant to
25 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
26 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
27 section 203 for failure to pay legal wages.
28

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

3 **Sixth Cause of Action**

4 Knowing and Intentional Failure to Comply With Itemized Employee
5 Wage Statement Provisions
6 (Lab. Code § 226(b))

7 (Against All Defendants)

8 60. Plaintiff repeats and incorporate herein by reference each and every allegation
9 set forth above, as though fully set forth herein

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

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

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

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

26 **Seventh Cause of Action**

27 Violation of Unfair Competition Law
28 (Bus. & Prof. Code, §§ 17200-17208)
 (Against All Defendants)

 65. Plaintiff repeats and incorporate herein by reference each and every allegation set

1 forth above, as though fully set forth herein.

2 66. Business & Professions Code Section 17200 provides:

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

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

9 68. Defendants' violations of Business and Professions Code section 16600 set forth
10 above constitute unlawful and/or unfair business acts or practices.

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

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

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

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

22
23 **VII.**

24 **PRAYER**

25 WHEREFORE, Plaintiff prays for judgment as follows:

- 26 1. That the Court determine that this action may be maintained as a class action;
27 2. For compensatory damages in an amount according to proof with interest thereon;

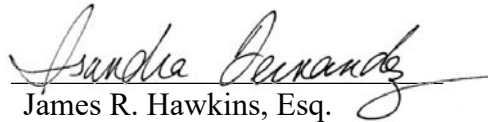
- 1 3. For economic and/or special damages in an amount according to proof with interest
2 thereon;
3 4. For premium wages pursuant to Labor Code §§226.7 and 512;
4 5. For premium pay and penalties pursuant to Labor Code §§203, 204, 226;
5 6. For attorneys' fees, interests and costs of suit under Labor Code §§1194, 2802;
6 7. For such other and further relief as the Court deems just and proper.
7

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
10

11 **Dated: November 6, 2020**

JAMES HAWKINS, APLC

12
13 

14 James R. Hawkins, Esq.

15 Isandra Y. Fernandez, Esq.

16 Attorneys for Plaintiff

MARCO ACEVES
17
18
19
20
21
22
23
24
25
26
27
28