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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR RIVERSIDE COUNTY

ALEXANDER HERNANDEZ and JOHN MARTIN GARCIA on behalf of themselves and others similarly situated, Plaintiffs, vs. FEDEX SUPPLY CHAIN, INC., a Delaware Corporation; and DOES 1 to 100, inclusive, Defendants.	Case No.: **CVRI2000402** **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiffs ALEXANDER HERNANDEZ and JOHN MARTIN GARCIA, individuals on behalf of themselves and all other employees similarly situated, hereby files this Complaint against Defendant FEDEX SUPPLY CHAIN, INC., a Delaware Corporation; and DOES 1 to 100, inclusive (collectively referred to herein as "Defendants"). Plaintiffs are informed and believes, and on the basis of that information and belief, allege as follows:

THE PARTIES

1. Plaintiffs ALEXANDER HERNANDEZ is, and at relevant times was, an individual domiciled in the State of California and a citizen of the State of California who worked as a non-exempt technician for Defendants in the State of California.

2. Plaintiffs JOHN MARTIN GARCIA is, and at relevant times was, an individual domiciled in the State of California and a citizen of the State of California who worked as a non-exempt technician for Defendants in the State of California.

3. Defendant FEDEX SUPPLY CHAIN, INC. ("Defendant" or "Fedex Supply") is a Delaware Corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

4. Defendant Fedex Supply is a is a major third-party logistics provider in the United States and Canada, which services industries including technology & electronics, retail & e-commerce, consumer & industrial goods, and healthcare industries. The company manages 130 Warehouse and Distribution Center operations in North America region with a total of 35 million square feet of warehouse space under its management.[1]

5. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sues each such Defendants by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

6. Plaintiffs are further informed and believes that, at all relevant times, each Defendants were

[1] https://en.wikipedia.org/wiki/FedEx_Supply_Chain

the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiffs are further informed and believes and thereon alleges that each Defendants acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions complained of herein. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of respondent superior. The conduct of Defendants' managers and supervisors was at all relevant times undertaken as employees of Defendants, acting within the scope of their employment or authority in all of the unlawful activities described herein.

CLASS ALLEGATIONS

8. Plaintiffs brings this action as a class action under Code of Civil Procedure section 382 on behalf of themselves and all others similarly situated. The class Plaintiffs seeks to represent is defined as follows: "All hourly paid, non-exempt workers who were directly and/or jointly employed by Defendant Fedex Supply Chain, Inc., in California at any time within four years prior to the filing of the initial complaint."

a. Numerosity: While the exact number of class members is unknown to Plaintiffs at this time, the class is so numerous that the individual joinder of all members is impractical under the circumstances of this case.

b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether Defendant understated hours worked and failed to pay all amounts due to Plaintiffs and the class members for wages earned, including minimum and overtime wages, under California law, as a result of its off-the-clock policies; (2) whether Defendant violated the California Labor Code and/or IWC Wage Orders by withholding sick time pay benefits from Plaintiffs and the class members by failing to incorporate all non-discretionary remunerations into the regular rate of pay for purposes of calculating sick time pay benefits; (3) whether Defendant violated the California Labor Code and/or IWC Wage Orders by withholding one-hour premium pay from Plaintiffs and the class members by failing to incorporate all non-discretionary remunerations into the rate of pay for purposes of calculating one-hour meal period premiums; (4) whether Defendant provided Plaintiffs and the class members with all meal periods or premium payments in lieu thereof in compliance with California law; (5) whether Defendant provided Plaintiffs and the class members with all rest periods, or premium payments in lieu thereof, in compliance with California law; (6) whether Defendant provided Plaintiffs and the class members with accurate, itemized wage statements in compliance with California law; (7) whether Defendant timely paid Plaintiffs and the class members all wages due during their employment and upon separation of employment; and (8) whether Defendant violated California Business and Professions Code sections 17200, et seq.

c. Ascertainable Class. The proposed class is ascertainable as its members can be identified and located using information in Defendants' business, payroll and personnel records.

d. Numerosity. The Plaintiffs class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. While the exact number of class members is unknown to Plaintiffs, Plaintiffs are informed and believes the class consists of at least 100 individuals.

e. Typicality. Plaintiffs' claims are typical of the claims of the class members. Plaintiffs suffered a similar injury as the other class members as a result of Defendants' common practices regarding, inter alia, calculation and payment of wages, including minimum and overtime wages, failure to failure to provide proper meal and rest periods or premium compensation in lieu thereof, failure to pay for all sick time pay benefits accrued and owed, failure to provide accurate and complete wage statements, and to pay all wages due and owing upon separation of employment. In addition, Plaintiffs will fairly and adequately protect the interests of the class members. Plaintiffs has no interests adverse to the interests of the other class members.

f. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthimmore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

FACTUAL ALLEGATIONS

9. During the four-year period preceding the filing of this complaint, Plaintiffs and each of the class members were employed Defendant in the State of California as non-exempt, hourly paid employees. Defendant at all times exercised control over Plaintiffs and each of the class members, and suffered and/or permitted them to work.

10. Plaintiffs John Martin Garcia was hired by Defendant on or about June 2019 as a non-exempt, hourly paid employee in the quality assurance department of Defendant's facility.

11. Plaintiffs Alexander Hernandez was hired by Defendant on or about July 2019 as a non-exempt, hourly paid employee with a job title of work flow planner.

12. Plaintiffs were not paid at least minimum wages for all of their hours worked due to Defendant's policy requiring them to go through a lengthy security checkpoint process when entering the work facility at the beginning of each shift and when leaving the facility at the end of each shift. However, Defendant required Plaintiffs to go through the security checkpoint before clocking in for payroll purposes at the beginning of their shift, and after clocking out for payroll purposes at the end of their shift. Despite being subject to Defendant's control while waiting to go through the security checkpoints, Defendant did not provide any compensation for the time it took to complete this process. As a result, Plaintiffs were not fully compensated for all minimum wages.

13. Plaintiffs were at times unable to take timely, thirty-minute uninterrupted meal periods and/or had their meal periods cut short due to the pressures from the job and lack of relief workers availability, commentary from superiors or no breaks at all. These interrupted, missed and/or late meal periods are generally reflected in the time-keeping records for Plaintiffs. Plaintiffs also did not regularly receive a second meal period when working shifts in excess of 10 hours. Further, the practical effect of Defendant's policy of requiring its non-exempt employees to go through a security checkpoint to leave the premises during their meal periods often resulted in Plaintiffs from staying on the premises, thereby affirmatively impeding Plaintiffs from taking a lawful 30-minute off-duty meal period. Plaintiffs did not receive premium pay for all of these interrupted, missed, late and/or on-duty meal periods.

14. Plaintiffs were at times unable to take timely rest periods, and was required to work through and/or cut short their rest periods, due to the nature of the business. Plaintiffs were not regularly afforded a third rest period on shifts in excess of 10 hours. Further, as explained above in the context of meal periods, the practical effect of Defendant's policy of requiring its non-exempt employees to go through a security checkpoint to leave the premises for rest breaks often resulted in Plaintiffs from staying on the premises during their rest breaks, thereby affirmatively impeding Plaintiffs from

taking a lawful rest breaks. Plaintiffs did not receive premium pay for all of these missed, late, interrupted, and/or on-duty rest periods.

15. Additionally, Defendant sometimes paid Plaintiffs multiple rates of pay in one pay period for the same kind of work, but failed to average the rates of pay when calculating overtime. Under California law, "[w]here two rates of pay are paid during a workweek, the California method for determining the regular rate of pay for calculating overtime in that workweek mirrors the federal method, based upon the weighted average of all hourly rates paid." DLSE Manual 49.2.5 (citing 29 CFR § 778.115). This "weighted average" method provides, "[w]here an employee in a single workweek works at two or more different types of work for which different nonovertime rates of pay (of not less than the applicable minimum wage) have been established, their regular rate for that week is the weighted average of such rates. That is, the total earnings (except statutory exclusions) are computed to include his compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs. . ." 29 CFR § 778.115. Defendant's failure to average the rates of pay when calculating overtime resulted in underpaid overtime at times, as well as inaccurate and incomplete wage statements.

16. Defendants paid Plaintiffs non-discretionary remunerations, including but not limited to shift differentials, in pay periods where it also paid one-hour meal period premiums to Plaintiffs. However, Defendants failed to incorporate said non-discretionary remunerations into the rate of pay for purposes of calculating Plaintiffs premium pay, resulting in an underpayment of meal period premiums.

17. Additionally, Defendants failed to properly accrue and pay sick leave time benefits and/or incorporate said non-discretionary remunerations into Plaintiffs' sick leave time benefits, resulting in each underpayment of sick leave time benefits.

18. During their employment, Plaintiffs failed to receive accurate wage statements in compliance with Labor Code section 226. Among other things, Plaintiffs' paystubs did not accurately reflect, inter alia, gross wages earned, total hours worked, net wages earned, sick time pay, all applicable hourly rates in effect during each pay period and all hours worked at each applicable hourly. Accordingly, Defendant have violated Labor Code section 226 as to Plaintiffs.

19. Defendants failed to pay Plaintiffs for all hours worked during their employment and upon the separation of employment as a result of Defendant's unlawful off-the-clock policies and practices, as well as its failure to the proper rate of pay to compensate Plaintiffs for their overtime pay, sick time benefits and meal period one-hour premiums, as described herein.

20. Plaintiffs are informed and believes that Defendant engaged in these same herein described unlawful practices with regard to all of the Class Members, and that Defendants applied these same herein described unlawful practices to all of its employees that it applied to Plaintiffs, regardless of whether the Class Member was assigned to work for Defendant or was directly hired by Defendant.

21. Plaintiffs are informed and believes that Defendant engaged in these same unlawful practices with regard to all of the class members.

FIRST CAUSE OF ACTION

(Recovery of Unpaid Minimum Wages and Liquidated Damages -

Labor Code §§ 510, 1194 and 1194.2)

22. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

23. California law provides employees in California must be paid for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. As alleged herein, Plaintiffs and the class members regularly worked hours for which they were not compensated by Defendants as required by California law. Plaintiffs and the class members were not paid at least minimum wages for all of their hours worked due to Defendant's policy requiring them to go through a lengthy security checkpoint process when entering the work facility at the beginning of each shift and when leaving the facility at the end of each shift. However, Defendant required Plaintiffs and the class members to go through the security checkpoint before clocking in for payroll purposes at the beginning of their shift, and after clocking out for payroll purposes at the end of their shift. Despite being subject to Defendant's control while waiting to go through the security checkpoints, Defendant did not provide any compensation for the time it took to complete this process. Defendant owes Plaintiffs and class members at least minimum wage for this time hours worked, resulting in unpaid wages.

24. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs and the class members are

entitled to recover all unpaid minimum time wages and liquidated damages thereon, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Recovery of Unpaid Overtime – Labor Code §510)

25. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

26. California law provides employees in California must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per day, and must be paid double wages for all hours worked in excess of 12 per day, unless they are exempt.

27. Under California law, "[w]here two rates of pay are paid during a workweek, the California method for determining the regular rate of pay for calculating overtime in that workweek mirrors the federal method, based upon the weighted average of all hourly rates paid." DLSE Manual 49.2.5 (citing 29 CFR § 778.115). This "weighted average" method provides, "[w]here an employee in a single workweek works at two or more different types of work for which different nonovertime rates of pay (of not less than the applicable minimum wage) have been established, their regular rate for that week is the weighted average of such rates. That is, the total earnings (except statutory exclusions) are computed to include his compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs. . ." 29 CFR § 778.115.

28. Defendant at times paid Plaintiffs and the class members multiple rates of pay in the same pay period for the same kind of work, but failed to average the rates of pay when calculating overtime. Defendant's failure to average the rates of pay when calculating overtime resulted in underpaid overtime at times, as well as inaccurate and incomplete wage statements.

29. Additionally, as described above, Defendant's policy and practice of requiring Plaintiffs and the class members to to go through a lengthy security checkpoint process when entering the work facility at the beginning of each shift and when leaving the facility at the end of each shift, prior to clocking in and out, respectively, resulted in consistent underpayment of overtime.

30. Plaintiffs and the class members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods or Compensation in Lieu Thereof -- Labor Code § 226.7)

31. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

32. Under the Labor Code and IWC Wage Orders, Defendants were required to provide Plaintiffs and the class members with one 30-minute meal break free from all duties for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed no meal period was provided.

33. Plaintiffs and class members regularly worked periods of more than five and ten hours in a workday without being provided proper mandatory thirty-minute, duty-free meal periods. Upon information and belief, Defendant failed to maintain a company meal period policy compliant with California law. Plaintiffs and class members were regularly unable to take timely, thirty-minute uninterrupted first and second meal periods. They were unable to avail themselves of such breaks for various reasons, including, the pressures from their workloads and the lack of relief workers available, commentary from superiors or no breaks at all. Per Defendant's illegal meal period policy/practice, Plaintiffs and class members were not always relieved of their duties or at times permitted to leave the premises for purposes of taking meal periods. Defendant also failed to pay Plaintiffs and class members an additional hour of wages at their regular rates of pay for each workday a meal period was not provided.

34. Additionally, on the occasions when Defendant did pay a one-

hour premium to Plaintiff and the class members, it was not paid at the correct rate because Defendant failed to incorporate all non-discretionary remunerations into the rate of pay for purposes of calculating the one-hour premiums.

35. Defendant failed to provide Plaintiffs and the class members with all required meal periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiffs and the class members are entitled to one additional hour's pay for each day a meal period was missed, late or interrupted, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods or Compensation in Lieu Thereof --

Labor Code § 226.7)

36. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

37. California law requires an employer to authorize or permit an employee to take a rest period of ten minutes for every four hours worked, or major fraction thereof, and such rest periods must be in the middle of the four-hour period insofar as practicable. If the employer fails to provide any required rest periods, or fails to provide a fully compliant rest break of 10 minutes whimein the employee is fully relieved of all duties and all employer control, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday the employer did not provide a legally required and/or fully compliant rest period.

38. Defendant employed policies and procedures that ensured Plaintiffs and other class members would not receive all legally required rest periods, as Defendants did not authorize and permit all required rest periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Similar to meal breaks, Plaintiffs and the class members were not always able to avail themselves of their rest breaks for various reasons, including, the pressures from their workloads and the lack of relief workers available, commentary from superiors or no breaks at all. Per Defendant's illegal meal period policy/practice, Plaintiffs and class members were not always relieved of their duties or permitted to leave the premises for purposes of taking rest periods. Defendants further employed policies and procedures ensuring Plaintiffs and class members did not

receive premium wages to compensate them for workdays they did not receive all legally required and fully compliant rest periods.

39. Defendant failed to provide Plaintiffs and the class members with all required rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiffs and the class members are entitled to one additional hour's pay for each day a rest break was missed, late or interrupted, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

(Failure To Pay Sick Time Benefits – Labor Code §246)

40. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

41. California Labor Code §246(1)(1) provides that paid sick time for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in the workweek."

42. California Labor Code §246(1)(2) further provides that paid sick time for non-exempt employees be "calculated by dividing the employee's total hours worked in the full pay periods of the prior 90 days of employment.

43. Defendant's violated Labor Code §246 by failing to pay sick pay the regular rate of pay. Plaintiffs and class members routinely earned non-discretionary remunerations, including but not limited shift differential pay, thereby increasing their regular rates of pay to amounts that were higher than their base rates of pay. However, whenever sick pay was paid to Plaintiffs and Class Members, it was paid at their base rates of pay Defendants routinely deducted taxes and other withholdings from the wages that it paid Class members in the form of sick pay.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Labor Code § 226)

44. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

45. Labor Code section 226(a) provides, in relevant part, that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or him employee, eithim as a detachable part of the check, draft, or vouchim paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages

earned, (2) total hours worked by the employee . . . , (5) net wages earned, [and] (6) the inclusive dates of the period for which the employee is paid . . . , (8) the name and address of the legal entity that is the employer . . . , (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ."

46. Labor Code section 226(e) provides that "[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

47. Labor Code section 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

48. Defendant knowingly and intentionally failed to provide Plaintiffs and other class members with proper, itemized wage statements as the wage statements provided by Defendants do not accurately reflect, *inter alia*, gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during each pay period, all hours worked at each applicable hourly rate.

49. Among other things, Plaintiffs and the class members were not paid at the proper overtime rate of pay, were not paid for all hours worked due to off-the-clock work, and were not paid all meal and rest period premiums at the proper rate. As a result, Plaintiffs and the class members were injured in that they could not promptly and easily

determined from the wage statement alone, the total hours worked, the net wages earned, all applicable hourly rates in effect (including the overtime and double time rate), all hours worked at each applicable rate. Accordingly, Plaintiffs and the class members are entitled to damages and penalties.

SEVENTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment and Upon Separation of Employment)

50. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

51. Labor Code section 204 requires employers to pay all wages (other than those mentioned in Labor Code sections 201 , 201.3 , 202 , 204.1 , or 204.2) earned by any person in any employment twice during each calendar month, on days designated in advance by the employer as the regular paydays. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

52. California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or him employment, his or him wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or him intention to quit, in which case the employee is entitled to his or him wages at the time of quitting."

53. Defendant failed to pay Plaintiffs and the class members all wages that were due and owing during their employment; and, failed to Plaintiffs and the class members who are former employees all wages that were due and owing upon termination or resignation. Among other things, Plaintiffs and the class members were not paid at the proper overtime rate of pay, were not paid for all hours worked due to off-the-clock work, and were not paid all meal and rest period premiums at the proper rate. Plaintiffs and the class members thefore seeks damages and penalties.

EIGHTH CAUSE OF ACTION

(Failure to Maintain Accurate Records)

54. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

55. California Labor Code sections 226 and 1174-75 require an employer to keep accurate records of all hour an employee works.

56. California Labor Code section 1174.5 provides that "[a]ny person employing labor who

willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars ($500)."

57. Section 7(A)(3) of the IWC Wage Orders similarly requires an employer to keep accurate records showing the when an employee begins and end each work period and meal period.

58. Plaintiffs are informed and believes that Defendant failed to maintain accurate records in compliance with these statutes. Among other things, Defendant failed to record the off-the-clock time that Plaintiffs and the class members were required to work on a nearly daily basis.

59. Plaintiffs and the class members therefore seek damages and penalites as a result of these violations.

NINTH CAUSE OF ACTION

(Violation of Unfair Competition Law – Bus. & Prof. Code § 17200, et seq.)

60. Plaintiffs incorporates all preceding paragraphs as if fully alleged herein.

61. Defendants' failure, *inter alia*, to pay Plaintiffs and the class members for all hours worked, failed to pay overtime pay, sick time pay benefits and one-hour meal period premiums at the proper rate of pay, failed to provide all required meal and rest periods or compensation in lieu thereof, failure to maintain accurate records, failure to timely pay wages, and failure to provide accurate itemized wage statements, all in violation of the Labor Code and Wage Orders, constitutes an unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions Code sections 17200, et seq.

62. Pursuant to Business & Professions Code section 17203, Plaintiffs and the class members are entitled to restitution of all unpaid wages, unreimbursed expenses, and other sums owed, plus attorney's fees and costs, in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for relief and judgment as follows on behalf of himself, the class members and class members:

1. For an order that the action, be certified as a class action;
2. For an order that Plaintiffs, be appointed class representative;

3. For an order that counsel for Plaintiffs be appointed class counsel;

4. For compensatory damages according to proof;

5. For an order requiring Defendants to make restitution of all amounts wrongfully withheld from Plaintiffs and the class;

6. For pre-judgment interest as permitted by law;

7. Attorney's fees and costs reasonably incurred; and

8. Such other and further relief that the Court deems just and proper.

Dated: November 30, 2020

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Attorneys for Plaintiffs
JOHN MARTIN GARCIA and ALEXANDER HERNANDEZ

DEMAND FOR JURY TRIAL

Plaintiffs, LAWRENCE HARRIS, demands a trial by jury on all claims so triable.

Dated: November 30, 2020

CROSNER LEGAL, P.C.

Blake Jones
Zach Crosner
Michael Crosner
Attorneys for Plaintiffs
JOHN MARTIN GARCIA and
ALEXANDER HERNANDEZ