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Attorneys for Plaintiff WILLIAM GARCIA RAYA, JR.
on behalf of all the general public as private attorney general,

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

WILLIAM GARCIA RAYA, JR., on behalf of
the general public as private attorney general,

Plaintiffs,

v.

SFM, LLC, a California Limited Liability
Company; SF MARKETS, LLC, dba
SPROUTS FARMERS MARKET., a Delaware
Limited Liability Company; and DOES 1-50,
inclusive,

Defendants.

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

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff WILLIAM GARCIA RAYA, JR., (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants SFM, LLC, and SF MARKETS, LLC, dba SPROUTS FARMERS MARKET and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) to accurately pay overtime wage, (b) failure to pay sick pay at the regular rate, (c) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (d) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation from Defendant’s employ, (f) failing to provide accurate itemized wage statements, and (g) for issuing payment of wages in the form of a non-Labor Code-compliant instrument. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which

1 this action is brought do not give jurisdiction to any other court.

2 4. This Court has jurisdiction over Defendants because, upon information and belief,
3 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
4 avails itself of the California market so as to render the exercise of jurisdiction over it by the
5 California Courts consistent with traditional notions of fair play and substantial justice.

6 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
7 Civil Procedure section 395. Defendants are doing business throughout California, including but
8 not limited to San Joaquin County, and each Defendant is within the jurisdiction of this Court for
9 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
10 all other aggrieved employees within the State of California. Defendants employ numerous
11 aggrieved employees in in the State of California.

12 6. On information and belief, Defendants have conducted business within the State of
13 California during the purported liability period and continue to conduct business throughout the
14 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
15 similarly situated non-exempt aggrieved employees within California.

16 7. The California Superior Court also has jurisdiction in this matter because on
17 information and belief there are no federal questions at issue, as the issues herein are based solely
18 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
19 California Code of Civil Procedure, the California Civil Code, and the California Business and
20 Professions Code.

21 8. On information and belief, during the statutory liability period and continuing to
22 the present ("liability period"), Defendant consistently maintained and enforced against
23 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
24 and policies, in violation of California state wage and hour laws: (a) to accurately pay overtime
25 wage, (b) failure to pay sick pay at the regular rate, (c) failure to provide meal periods for every
26 work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of
27 pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (d) failure to
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1 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an
2 additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest
3 period; (e) failing to pay all wages earned and owed upon separation from Defendant's employ,
4 (f) failing to provide accurate itemized wage statements, and (g) for issuing payment of wages in
5 the form of a non-Labor Code-compliant instrument.

6 9. On information and belief, during the statutory liability period and continuing to
7 the present, Defendants have had a consistent policy of failing to provide its Non-Exempt
8 Employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free
9 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing
10 to pay such employees one (1) hour of pay at the employees regular rate of compensation for each
11 workday that the rest period is not provided, as required by California state wage and hour laws.

12 10. On information and belief, during the statutory liability period and continuing to
13 the present, Defendants have had a consistent policy of failing to accurately pay overtime wages
14 for hours worked while subject to the control of Defendants.

15 11. On information and belief, during the statutory liability period and continuing to
16 the present, Defendants have had a consistent policy of failing to accurately pay sick pay at the
17 regular rate.

18 12. On information and belief, during the statutory liability period and continuing to
19 the present (rest and meal period liability period), Defendants have had a consistent policy of
20 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work at
21 least five (5) and or ten (10) hours without a meal period and failing to pay or accurately pay such
22 employees one (1) hour of pay at the employees regular rate of compensation for each workday
23 that the meal period is not provided, as required by California state wage and hour laws.

24 13. On information and belief, during the statutory liability period and continuing to
25 the present (rest and meal period liability period), Defendants have had a consistent policy of
26 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work in
27 excess of four hours and or ten (10) hours without authorizing and permitting a rest period and
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1 failing to pay or accurately pay such employees one (1) hour of pay at the employees regular rate
2 of compensation for each workday that the rest period is not authorized and permitted, as required
3 by California state wage and hour laws.

4 14. On information and belief, during the statutory liability period and continuing to
5 the present, Defendants have had a consistent policy of failing to timely pay wages upon
6 separation.

7 15. On information and belief, during the statutory liability period and continuing to
8 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
9 wage statements.

10 16. Plaintiff on behalf of the general public as private attorney general and all other
11 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
12 enumerated under 2699.5 as follows: sections 201-203, 212, 213, 246, 510, 512, 558, 226, 226.3,
13 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys'
14 fees and costs.

15 **III. PARTIES**

16 **A. Plaintiff**

17 17. Plaintiff, WILLIAM GARCIA RAYA JR., was at all times relevant to this action,
18 a resident of California. Plaintiff was employed by Defendants in approximately May 2020 as a
19 Non-Exempt Employee and worked at Defendants' retail store during the liability period for
20 Defendants until his separation from Defendants' employ in approximately November 2020.
21 Plaintiff's duties included but were not limited detail duties including stocking products,
22 maintaining the sales floor, and maintaining the store's stock room.

23 18. As Defendants' employee, Plaintiff, and all other aggrieved employees were
24 regularly required to and subsequently suffered:

- 25 a) perform work subject to the control of the employer without being compensated all
26 wages including overtime, all in violation of California labor laws, regulations, and the
27 Industrial Welfare Commission Wage Order ("IWC");
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- 1 b) work without being permitted or authorized a minimum ten-minute rest period for
2 every four hours or major fraction thereof worked and not compensated one (1) hour of
3 pay at his regular rate of compensation for each workday that a rest period was not
4 provided, all in violation of California labor laws, regulations, and the Industrial
5 Welfare Commission Wage Orders (“IWC”);
- 6 c) work in excess of six and ten hours per day without being provided meal periods and
7 not compensated one (1) hour of pay at the regular rate of compensation for each
8 workday that a meal period was not provided, all in violation of California labor laws,
9 regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- 10 d) not accurately paid sick leave at the regular rate; and
- 11 e) not provided accurate itemized wage statements.

12 19. On information and belief, Defendants willfully failed to pay all earned wages in
13 the form regular wages and overtime wages, and meal and rest period premium wages, to its
14 Non-Exempt Employees and members of the Representative Group; nor have Defendants
15 returned to Plaintiff or members of the Representative Group, upon or after separation from
16 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
17 Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other
18 aggrieved employees..

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20 **B. Defendants**

21 20. Defendants SFM, LLC, and SF MARKETS, LLC, dba SPROUTS FARMERS
22 MARKET operates as a retail chain of grocery markets, across the U.S. including California.
23 Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked
24 for Defendants over the last year.

25 21. Other than identified herein, Plaintiff is unaware of the true names, capacities,
26 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
27 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
28 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by

1 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
2 are ascertained.

3 22. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
4 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
5 Representative Group , and exercised control over their wages, hours, and working conditions.
6 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
7 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
8 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
9 to the other defendants.

10 IV. GENERAL ALLEGATIONS

11 23. At all times set forth herein, Defendants employed Plaintiff and other persons in
12 the capacity of non-exempt positions, however titled, throughout the state of California.

13 24. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
14 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
15 rules and regulations of the IWC California Wage Orders.

16 25. Plaintiff is informed and believes that all Aggrieved Employees are citizens of the
17 state of California.

18 26. Defendants continue to employ Non-Exempt Employees, however titled, in
19 California and implement a uniform set of policies and practices to all non-exempt employees, as
20 they were all engaged in the generic job duties of providing grocery market services at Defendants'
21 store locations.

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

25 28. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
26 Employees based upon an hourly rate.

27 29. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
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1 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
2 week.

3 30. During the relevant time frame, Defendants failed to accurately account of bonuses
4 earned into Plaintiff and Aggrieved Employees regular rate of pay for overtime purposes. As a
5 result, Defendants failed to accurately pay overtime wages to Plaintiff and Aggrieved Employees.

6 31. On information and belief, Defendants' failed to accurately pay sick pay at Plaintiff
7 and Aggrieved Employees' regular rates.

8 32. On information and belief, Defendants violated Labor Code sections 212 and 213
9 by issuing payment to Plaintiff and Aggrieved Employees for their wages in a non-Labor Code-
10 compliant instrument. For instance, Defendants on occasion would issue gifts cards to Plaintiff
11 and Aggrieved Employees to be included as a form of compensation.

12 33. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
13 excess of five hours without being provided a lawful meal period and over ten hours in a day
14 without being provided a second lawful meal period as required by law.

15 34. Indeed, during the relevant time, as a consequence of Defendants' staffing and
16 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
17 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
18 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.
19 Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of coverage,
20 work demands, and Defendants' policies and practices, Defendants frequently failed to provide
21 Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten
22 hours as required by law.

23 35. On information and belief, Plaintiff and Aggrieved Employees did not waive their
24 rights to meal periods under the law.

25 36. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
26 meal periods.

27 37. Despite the above-mentioned meal period violations, Defendants failed to
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1 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
2 one additional hour of pay at their regular rate as required by California law when meal periods
3 were not timely or lawfully provided in a compliant manner.

4 38. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
5 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
6 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7
7 but were not receiving such compensation.

8 39. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
9 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
10 period for every four hours worked or major fraction thereof, which is a violation of the Labor
11 Code and IWC wage order.

12 40. Defendants maintained and enforced scheduling practices, policies, and imposed
13 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
14 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
15 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
16 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

17 41. Despite the above-mentioned rest period violations, Defendants did not compensate
18 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
19 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
20 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
21 permitted.

22 42. Defendants also failed to provide accurate, lawful itemized wage statements to
23 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
24 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
25 worked, including premiums due and owing for meal and rest period violations, gross pay and net
26 pay figures from Plaintiff and the Aggrieved Employees' wage statements. Defendants further
27 failed to include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.
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1 43. Plaintiff are informed and believe, and thereon alleges, that at all times herein
2 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
3 thereof for resignations without prior notice as the case may be) they had a duty to accurately
4 compensate Plaintiff and Aggrieved Employees for all wages owed including overtime wages, sick
5 pay, meal and rest period premiums, and that Defendants had the financial ability to pay such
6 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
7 because of the above-specified violations.

8 44. Upon information and belief, Defendants knew and or should have known that it is
9 improper to implement policies and commit unlawful acts such as:

10 (a) requiring employees to work four (4) hours or a major fraction thereof without
11 being provided a minimum ten (10) minute rest period and without compensating the employees
12 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
13 rest period was not provided;

14 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
15 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
16 and without compensating employees with one (1) hour of pay at the regular rate of compensation
17 for each workday that such a meal period was not provided;

18 (c) failing to pay Plaintiff and Aggrieved Employees for accurately pay overtime
19 wages and sick pay owed;

20 (d) failing to timely pay Plaintiff and Aggrieved Employees;

21 (e) failing to provide accurate itemized wage statements; and

22 (f) providing non-compliant wage compensation in the form of gift cards;

23 45. In addition to the violations above, and on information and belief, Defendants knew
24 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
25 herein and that Defendants had the financial ability to pay such compensation, but willfully,
26 knowingly, recklessly, and/or intentionally failed to do so.
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1 excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation
2 twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess
3 of eight (8) hours in a day on the seventh day of work in a particular work week

4 52. Defendants also failed to accurately pay sick pay at Plaintiff and Aggrieved
5 Employees' regular rates. Labor Code § 246 provides that the employer shall calculate paid sick
6 leave by using one of two calculations: (1) "Paid sick time for nonexempt employees shall be
7 calculated in the same manner as the regular rate of pay for the workweek in which the employee
8 uses paid sick time, whether or not the employee actually works overtime in that workweek;" or
9 (2) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total
10 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
11 periods of the prior 90 days of employment."

12 53. Whenever Defendant paid Plaintiff and Sick Pay Sub-Class sick time pursuant to
13 California Labor Code § 246, Defendant did so at the incorrect rate of pay. Defendant paid Plaintiff
14 and the Aggrieved Employees at the base hourly rate of pay, as opposed to the regular rate of pay,
15 which would take into account and include non-discretionary wages, including, but not limited to,
16 shift differentials and/or other incentive pay in the computation of their overtime rate of pay, or by
17 dividing the employees' total wages, not including overtime premium pay, by the employees' total
18 hours worked in the full pay periods of the prior 90 days of employment, as required by Labor
19 Code § 246. This resulted in the employees being underpaid for sick time, and resulted in violations
20 of California Labor Code §§ 201, 202, and 203, and other derivative Labor Code violations,
21 because Defendant did not pay, or timely pay, Plaintiff and the unpaid wages for work performed
22 by them during their employment and at the end of their employment

24 54. On information and belief, Defendants violated Labor Code sections 212 and 213
25 by issuing payment to Plaintiff and Aggrieved Employees for their wages in a non-Labor Code-
26 compliant instrument. For instance, Defendants on occasion would issue gifts cards to Plaintiff
27 and Aggrieved Employees to be included as a form of compensation.

28 55. California Labor Code § 212 requires California employers to comply with a series

1 of provisions when issuing wages to employees. In short, the provisions of section 212(a)(1) forbid
2 an employer from issuing payment of wages in an instrument that is not (1) negotiable, (2) payable
3 in cash, (3) on demand, (4) without discount, (5) at an established place of business in the State,
4 (6) the name and address of which appears on the instrument, and (7) which place of business has
5 been prepared, by the deposit of funds, the establishment of credit, or by some arrangement or
6 understanding, to pay the money called for by the instrument. *See People v. Turner*, 154 Cal. App.
7 2d F. Supp. 883, 885-86 (1957).

8 56. Labor Code § 213 prohibits an employer from depositing wages due or to become
9 due or an advance on wages to be earned in an account in any bank, savings and loan association,
10 or credit union of the employee's choice with a place of business located in this state, provided
11 that the employee has voluntarily authorized that deposit. If an employer discharges an employee
12 or the employee quits, the employer may pay the wages earned and unpaid at the time the employee
13 is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that
14 the employer complies with the provisions of this article relating to the payment of wages upon
15 termination or quitting of employment.

16 57. Defendants violated Labor Code sections 512 and 226.7 for failing to provide
17 timely, uninterrupted first and second meal periods and requiring unlawful on duty meal periods,
18 or compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ
19 an employee for a work period of more than five (5) hours without providing a meal break of not
20 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An
21 employer may not employ an employee for a work period of more than ten (10) hours per day
22 without providing the employee with a second meal period of not less than thirty (30) minutes,
23 except that if the total hours worked is no more than twelve (12) hours, the second meal period
24 may be waived by mutual consent of the employer and the employee only if the first meal period
25 was not waived.

26 58. Defendants failed to provide Plaintiff and all other aggrieved employees
27 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
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1 and enforced policies of on duty meal period practices which required employees to work during
2 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
3 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
4 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
5 at time of trial.

6 59. Plaintiff, and on information and belief, all aggrieved employees, were
7 systematically not permitted or authorized to take ten minute rest periods for every four hours
8 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
9 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
10 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
11 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
12 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
13 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
14 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
15 applicable IWC Wage Order.

16 60. Defendants also willfully violated Labor Code sections 201-203 by failing to
17 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
18 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
19 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
20 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
21 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
22 The penalty cannot exceed 30 days of wages.

23 61. Plaintiff and all other aggrieved employees who were separated from employment
24 are entitled to compensation for all forms of wages earned, including but not limited to
25 compensation overtime wages, sick pay, and for non-provided meal and rest periods, but to date
26 have not received such compensation, therefore entitling them to penalties under PAGA for
27 violations of Labor Code sections 201-203.
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62. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include overtime wages, sick pay, and meal and rest period premiums.

63. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, and the address of the legal entity that is the employer pursuant to Labor Code section 226(a). Defendants further failed to include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

64. Pursuant to Labor Code section 226.3, any 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.

65. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

66. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

67. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

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

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

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- 2. For reasonable attorneys’ fees and costs; and
- 3. For such other and further relief as the Court deems proper.

Dated: March 8, 2021

JAMES HAWKINS APLC

By: _____
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.

Attorneys for Plaintiff WILLIAM GARCIA
RAYA JR. on behalf of the general
public as private attorney general