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Attorneys for Plaintiff,
CODY WINKLE

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY

CODY WINKLE, an individual,

Plaintiff,

vs.

CONOVER TIRES, WHEELS & SERVICE,
INC., a California corporation, DANIEL
CONOVER, an individual and DOES 1 through
20 inclusive,

Defendants.

Case No. 37-2021-00027490-CU-OE-NC

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198;
3. Failure to Timely Pay Wages in Violation of Labor Code § 204;
4. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
5. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;
6. Unfair Competition in Violation of Labor Code §§ 17200, et seq.

Jury Trial Demanded

1 1. Plaintiff CODY WINKLE is informed and believes and thereon alleges as follows:

2 **PARTIES, VENUE AND JURISDICTION**

3 2. Plaintiff CODY WINKLE was at all times relevant hereto a resident of Oceanside,
4 California.

5 3. At all relevant times herein, Defendant CONOVER TIRES, WHEELS & SERVICE,
6 INC. was a California Corporation with its principal place of business at 2405 Oceanside Blvd.,
7 Oceanside, California 92054.

8 4. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
9 because this suit was filed in the county where the liability arises, where the breach occurred and where
10 Defendants resided at the commencement of this action.

11 5. Defendant DANIEL CONOVER was at all times relevant herein the principal of
12 CONOVER TIRES, WHEELS & SERVICE, INC.

13 6. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
14 unity of interest and ownership between CONOVER TIRES, WHEELS & SERVICE, INC., DANIEL
15 CONOVER and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

16 7. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
17 of purported corporate existence, CONOVER TIRES, WHEELS & SERVICE, INC., DANIEL
18 CONOVER and DOES 1-20 are, in reality, one and the same.

19 8. CONOVER TIRES, WHEELS & SERVICE, INC., DANIEL CONOVER and DOES
20 1-20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

21 9. The business affairs of CONOVER TIRES, WHEELS & SERVICE, INC., DANIEL
22 CONOVER and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the
23 same cannot reasonably be segregated, and the same are in inextricable confusion. CONOVER TIRES,
24 WHEELS & SERVICE, INC. is, and at all times relevant hereto was, used by DOES 1-20 and
25 DANIEL CONOVER as a mere shell and conduit for the conduct of certain of Defendants' affairs,
26 and is, and was, the alter ego of DOES 1-20. The recognition of the separate existence of CONOVER
27 TIRES, WHEELS & SERVICE, INC. would not promote justice, in that it would permit Defendants
28 to insulate themselves from liability to Plaintiff for violations of state law. The corporate existence of

1 CONOVER TIRES, WHEELS & SERVICE, INC. and DOES 1-20 should be disregarded in equity
2 and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
3 herein.

4 10. Accordingly, CONOVER TIRES, WHEELS & SERVICE, INC., DANIEL
5 CONOVER and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate
6 existence must be disregarded.

7 11. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that CONOVER TIRES, WHEELS & SERVICE, INC., DANIEL CONOVER and
9 DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents of
10 CONOVER TIRES, WHEELS & SERVICE, INC. were also employees of DANIEL CONOVER and
11 DOES 1-20. CONOVER TIRES, WHEELS & SERVICE, INC. employees performed services for
12 each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
13 shared control of them as employees, either directly or indirectly, and the manner in which Defendants'
14 business was and is conducted.

15 12. The true names and capacities, whether individual, corporate, associate, or otherwise,
16 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
17 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
18 Complaint to insert the true names and capacities of these Defendants when they become known to
19 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
20 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
21 Plaintiff as alleged hereinafter.

22 13. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
23 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
24 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and
25 each of them, and in doing the things alleged herein, were acting at least in part within the course and
26 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
27 joint venture and with the permission and consent of each of the other Defendants.

28 14. Plaintiff is informed and believes and based thereupon alleges, that Defendants,

1 including those defendants named as DOES 1-20 acted in concert with one another to commit the
2 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
3 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
4 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
5 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
6 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
7 intended to cause and actually causing Plaintiff's harm.

8 15. Whenever and wherever reference is made in this Complaint to any act or failure to act
9 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
10 and/or failures to act by each Defendant acting individually, jointly and severally.

11 **FACTUAL ALLEGATIONS**

12 16. CODY WINKLE worked as an Auto Mechanic for Defendants from October 27, 2020
13 to March 26, 2021.

14 17. Defendant CONOVER TIRES, WHEELS & SERVICE, INC. provides on-site
15 maintenance and repair of their customers motor vehicles.

16 18. During his employment, Plaintiff worked from 8:00 a.m. to 5:00 p.m. Tuesday to
17 Friday. Occasionally, Plaintiff worked until 6:30 p.m. On Saturdays, Plaintiff worked from 7:30 a.m.
18 to 5:00 p.m., although Plaintiff worked as late as 5:45 p.m.

19 **MEAL PERIODS**

20 19. Plaintiff was given an unpaid one-hour meal period from noon to 1:00 p.m. Plaintiff is
21 informed and believes, and thereon alleges, that Defendants' employees who worked more than a 10-
22 hour period did not receive a second meal period.

23 20. Plaintiff is informed and believes, and thereon allege, that Defendants knew or should
24 have known that Plaintiff was entitled to meal periods in accordance with the Labor Code or payment
25 of one additional hour of pay at their regular rates of pay when they were not provided with timely,
26 uninterrupted, 30 minute meal periods and that Plaintiffs and class members were not provided with
27 all meal periods or payment of one additional hour of pay at their regular rates of pay when they did
28 not receive a timely, uninterrupted, 30 minute meal period.

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22. Plaintiff is informed and believes, and thereon allege, that Defendants knew or should have known that Plaintiff was entitled to 10 minute rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one additional hour of pay at their regular rates of pay when they were not provided with a compliant 10 minute rest period and that Plaintiffs and class members were not provided compliant 10 minute rest periods or payment of one additional hour of pay at their regular rates of pay when they were not provided a compliant 10 minute rest period.

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1 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

2 33. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
4 indemnify Plaintiff for the reasonable expenses he incurred in the course of performing his duties.
5 Specifically, Plaintiff is informed and believes, and thereon alleges that at all relevant times,
6 Defendants have not reimbursed Plaintiff for purchasing necessary tools.

7 34. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by his for
8 the purchase of the tools that were necessary for the performance of his job and which he was required
9 to purchase in an amount according to proof at trial.

10 35. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
11 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
12 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by him
13 enforcing the rights granted by Labor Code § 2802.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST PERIODS**

16 **LABOR CODE §§ 226.7 and 1198**

17 **(AGAINST ALL DEFENDANTS)**

18 36. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
19 though fully set forth herein.

20 37. At all times relevant herein, Labor Code §§ 226.7, 1198 and applicable IWC Wage
21 Orders were applicable to Plaintiff's employment with Defendants.

22 38. At all relevant times, Labor Code §§ 226.7, 1198 and the applicable IWC Wage Order
23 provided that employees must be given 10-minute net rest periods for every 4 hours of work, to be
24 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be
25 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
26 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
27 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
28 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1–2001 to 16–

2001, §§11–12 (A); 8 Cal Code Regs §§11010-11160.

39. To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-70 (2016).

40. “An employer shall not require an employee to work during a rest ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a rest ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the rest ... period is not provided.” Lab. Code § 226.7 (b)-(c).

41. Defendants’ company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

42. Defendants also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

43. Plaintiff worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess or 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

44. Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Defendants denied Plaintiff rest periods and failed to pay him rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

45. As alleged herein, Plaintiff is not exempt from the rest period requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff is

1 owed one hour of pay at his regularly hourly rate then in effect for each day that he was denied such a
2 rest period pursuant to Labor Code §§ 226.7, plus interest thereon and costs of suit in an amount
3 subject to proof at trial.

4 **THIRD CAUSE OF ACTION**
5 **FAILURE TO TIMELY PAY WAGES**
6 **IN VIOLATION OF LABOR CODE § 204**

7 46. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
8 though fully set forth herein.

9 47. “All wages ... earned by any person in any employment are due and payable twice
10 during each calendar month, on days designated in advance by the employer as the regular paydays
11 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
12 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
13 the close of the payroll period.” Lab. Code § 204.

14 48. “In addition to, and entirely independent and apart from, any other penalty provided in
15 this article, every person who fails to pay the wages of each employee as provided in Sections ... 204
16 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
17 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
18 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
19 amount unlawfully withheld.” Lab. Code § 210.

20 49. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
21 by the seventh calendar day following the close of the payroll period. Indeed, as discussed above,
22 Plaintiff is owed wages for unpaid rest period premiums. At no time during his employment were these
23 outstanding sums ever paid to him. Instead, these outstanding sums continued to accumulate every
24 pay period. Therefore, Plaintiff was not paid all wages earned by the seventh calendar day following
25 the close of his pay periods.

26 50. As a direct and proximate result of Defendants’ failure to timely pay wages, Plaintiff
27 is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

28

1 **FOURTH CAUSE OF ACTION**

2 **WILLFUL FAILURE TO PAY WAGES**

3 **IN VIOLATION OF LABOR CODE §§ 201-203**

4 51. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
5 though fully set forth herein.

6 52. "If an employer discharges an employee, the wages earned and unpaid at the time of
7 discharge are due and payable immediately." Lab. Code § 201. "If an employee not having a written
8 contract for a definite period quits his or her employment, his or her wages shall become due and
9 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
10 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
11 quitting." Lab. Code § 202. "If an employer willfully fails to pay any wages of an employee who is
12 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
13 thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203. Plaintiff
14 was not exempt from the requirements of Labor Code §§ 201-203.

15 53. As discussed above, Plaintiff is owed wages for unpaid rest period premiums. At no
16 time since Plaintiff's separation of employment did Defendants pay him wait-time penalties as required
17 by Labor Code § 203.

18 54. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages
19 upon his separation of employment, Plaintiff incurred wait-time penalties in an amount equal to his
20 daily rate of pay over the period that the wages were not paid in an amount subject to proof at trial.

21 **FIFTH CAUSE OF ACTION**

22 **CIVIL PENALTIES IN VIOLATION OF**

23 **LABOR CODE § 2699, ET SEQ.**

24 **(AGAINST ALL DEFENDANTS)**

25 55. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
26 though fully set forth herein.

27 56. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
28 action against Defendants, on behalf of himself and other current or former employees, seeking civil

1 penalties for defendants' violations of the California Labor Code.

2 57. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
3 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

4 58. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
5 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
6 for necessary business expenditures in violation of Labor Code § 2802, failing to furnish compliant
7 wage statements and maintain accurate pay records in violation of § 226, and 1198, failing to provide
8 meal periods in violation of §§ 226.7, 512 (a), and 1198, failing to provide rest periods in violation of
9 Labor Code §§ 226.7 and 1198, failure to timely pay wages in violation of Labor Code § 204 and
10 willful failure to pay wages in violation of Labor Code § 201-203.

11 59. On April 09, 2021 Plaintiff provided written notice by online filing with the Labor and
12 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
13 Labor Code alleged to have been violated, including the facts and theories to support the alleged
14 violation, as required by Labor Code § 2699.3 (a) (1) (A).

15 60. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
16 Workforce Development Agency of its intent to pursue an action against Defendants.

17 61. As a direct and proximate result of Defendants' California Labor Code violations as set
18 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period
19 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
20 violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing
21 for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
22 provide for a penalty, reasonable attorney's fees and costs, and 25% of the recovered civil penalties.

23 **SIXTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION IN VIOLATION OF**

25 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

26 **(AGAINST ALL DEFENDANTS)**

27 62. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
28 though fully set forth herein.

63. Defendants are a “person” as defined by California Business & Professions Code sections 17201.

64. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

65. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law.

66. Defendants' failure to obey the wage and hour laws plead herein, including violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

67. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public.

68. Pursuant to California Business & Professions Code sections 17200 *et seq.* Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and aggrieved employees; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of \$25,000, exclusive of interest and costs.

**As to the First Cause of Action
(Unreimbursed Business Expenses)**

2. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

3. For unreimbursed business expenses and for all actual, consequential, and incidental

1 losses and damages, according to proof;

2 4. For interest at the same rate as judgments in civil actions, accruing from the date on
3 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
4 2802;

5 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
6 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

7 6. For such other relief that the Court deems just and appropriate.

8 **As to the Second Cause of Action**

9 **(Failure to Provide Rest Periods)**

10 7. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to
12 provide all rest periods to Plaintiff;

13 8. That the Court make an award to Plaintiff of one hour of pay at his regular rate of pay
14 for each workday that a rest period was not provided;

15 9. For all actual, consequential, and incidental losses and damages, according to proof;

16 10. For premiums pursuant to California Labor Code section 226.7 (b);

17 11. For pre-judgment interest on any unpaid rest period premiums from the date such
18 amounts were due, or as otherwise provided by law;

19 12. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
20 as otherwise provided by law; and

21 13. For such other relief that the Court deems just and appropriate.

22 **As to the Third Cause of Action**

23 **(Failure to Timely Pay Wages)**

24 14. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
26 wages to Plaintiff and class members;

27 15. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
28 withheld from Plaintiff and class members;

- 1 16. For all actual, consequential, and incidental losses and damages, according to proof;
- 2 17. For pre-judgment interest on any unpaid wages from the date such amounts were due,
- 3 or as otherwise provided by law;
- 4 18. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
- 5 as otherwise provided by law; and
- 6 19. For such other relief that the Court deems just and appropriate.

7 **As to the Fourth Cause of Action**

8 **(Willful Failure to Pay Wages)**

- 9 20. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 10 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
- 11 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge
- 12 or within 72 hours of their resignation;
- 13 21. For wait time penalties pursuant to Labor Code § 203;
- 14 22. For all actual, consequential, and incidental losses and damages, according to proof;
- 15 23. For pre-judgment interest on any unpaid wages from the date such amounts were due,
- 16 or as otherwise provided by law;
- 17 24. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
- 18 as otherwise provided by law; and
- 19 25. For such other relief that the Court deems just and appropriate.

20 **As to the Fifth Cause of Action**

21 **(Civil Penalties under the PAGA)**

- 22 26. That the Court declare, adjudge, and decree that Defendants violated all California
- 23 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 512, 1174, 1182.12,
- 24 1194, 1197, 1197.1, 1198 and 2802;
- 25 27. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
- 26 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
- 27 Code §§ 201-204, 226, 226.7, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;
- 28 28. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any

1 and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead
2 herein, including Labor Code §§ 201-204, 226, 226.7, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198
3 and 2802;

4 29. For pre-judgment and post-judgment interest as provided by law; and

5 30. For such other and further relief as the Court deems just and appropriate.

6 **As to the Sixth Cause of Action**

7 **(Unfair Competition)**

8 31. That the employment practices engaged in by Defendant as plead herein, including
9 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair
10 business practices in violation of Business & Professions Code §§17200, et seq.;

11 32. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such
12 amounts were due and payable;

13 33. For the appointment of a receiver to receive, manage and distribute any and all funds
14 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
15 result of violations of California Business & Professions Code sections 17200, et seq.;

16 34. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
17 Code of Civil Procedure § 1021.5; and

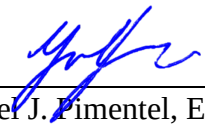
18 35. For such other and further relief as the Court deems just and appropriate.

19 **DEMAND FOR JURY TRIAL**

20 69. Plaintiff hereby demands a trial by jury on all issues.

21 **PIMENTEL LAW, P.C.**

22
23 Dated: June 21, 2021

24 By: 
Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff