

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

Attorneys for Plaintiff, FRANCISCO CHAVEZ
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

FRANCISCO CHAVEZ on behalf of himself
and all others similarly situated

Plaintiff,

vs.

BRIGHTVIEW LANDSCAPE SERVICES,
INC., a California corporation, and DOES 1
through 50, inclusive,

Defendants.

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

CLASS ACTION COMPLAINT

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

JURY TRIAL DEMANDED

1 Plaintiff FRANCISCO CHAVEZ on behalf of himself and all others similarly situated
2 assert claims against Defendant BRIGHTVIEW LANDSCAPE SERVICES, INC; and DOES 1
3 through 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

4 **I.**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant BRIGHTVIEW LANDSCAPE SERVICES, INC. and any subsidiaries and
8 affiliated companies (hereinafter "BRIGHTVIEW LANDSCAPE " or "Defendants") on behalf of
9 Plaintiff FRANCISCO CHAVEZ (hereinafter "Plaintiff") and all employees not classified as
10 "Exempt" or primarily employed in executive, professional, or administrative capacities,
11 employed by, or formerly employed by BRIGHTVIEW LANDSCAPE in California who
12 occupied positions of "landscape laborer" and similar positions. (hereinafter referred to as "Non-
13 Exempt Employees").

14 2. During the liability period, defined as the applicable statute of limitations for each
15 and every cause of action contained herein, Defendant enforced shift schedules, employment
16 policies and practices, and workload requirements wherein Plaintiff and all other Non Exempt
17 Employees: (1) were not paid proper wages they earned for all hours they worked including
18 proper overtime compensation; (2) were not permitted to take their full statutorily authorized
19 rest and meal periods. Defendant failed to pay such employees one (1) hour of pay at the
20 employees' regular rate of compensation for each workday that the meal period and/or rest period
21 that was not properly provided.

22 3. During the liability period, Defendants have failed to reimburse Class Members
23 for business expenses incurred in the performance of their job.

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

28 5. During the liability period, Defendants have also failed to timely pay all wages

owed to Non Exempt Employees during their employment and/or when their employment with Defendants.

6. Plaintiff, on behalf of himself and all Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1199, 2802 California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

7. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendant for their failure to pay all wages owed and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

8. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conduct substantial and continuous commercial activities in San Bernardino County and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendant employ numerous Class Members in San Bernardino, California.

III.

PARTIES

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

10. On information and belief, BRIGHTVIEW LANDSCAPE is a California corporation which is engaged in providing landscape services throughout California.

11. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the

Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

IV.

FACTUAL BACKGROUND

13. Plaintiff was employed by BRIGHTVIEW LANDSCAPE as a landscape laborer in or about April 2019. Plaintiff occupied said non- exempt, hourly position until the last day of his employment in September 2020.

14. On information and belief, Defendant compensated Plaintiff and Class Members based upon an hourly rate.

15. During the relevant time period, Plaintiff and Class Members typically worked five days a week. During their scheduled work days, Plaintiff and Class Members were scheduled to work an eight (8) hour shifts which either began at 3:00 a.m to 11:30 a.m. or 6:00 a.m. to 2:30 p.m.

16. During the relevant time period, BRIGHTVIEW LANDSCAPE implemented policies and practices which resulted in Plaintiff and Non Exempt Employees working off the clock and without compensation. By way of example, Plaintiff and Non Exempt Employees are required to arrive at Defendants' yard/facility ten to fifteen minutes before the scheduled start of their shift. From the yard, the employees are transported to the various job sites of Defendants' clients. Plaintiff and Class Members are also required to continue to work past the official end of the shift after returning to the yard/facility. Plaintiff and Class Members are not compensated for the time spend under the control of Defendant and working "off the clock" and therefore are not paid all lawful wages earned including proper minimum wage and/or overtime compensation.

1 17. During the relevant time period, Plaintiff and Non-Exempt Employees were
2 typically provided only one, 1 hour break during their scheduled eight hours shifts.

3 18. During the relevant time period, Plaintiff and Non-Exempt Employees are
4 instructed when to take their meal breaks. Due to the demands of the work shift and time
5 constraints to finish the job, Plaintiff and Non- Exempt Employees were frequently required to
6 work in excess of five (5) hours without a minimum, uninterrupted thirty (30) minute by the end
7 of the fifth hour of their shift. Plaintiff and Non Exempt Employees were not paid one (1) hour
8 of pay at their regular rate of compensation for each workday that a meal period was not
9 provided, in violation of California labor laws, regulations and IWC Wage Order..

10 19. During the relevant time period, Plaintiff and Non-Exempt Employees are
11 instructed when to take a break which typically consists of a one hour break during the scheduled
12 8 hour shifts. Thus Plaintiff and Class Members were required to work without being permitted
13 or authorized a minimum ten (10) minute rest period for every four hours or major fraction
14 thereof worked and not compensated one (1) hour of pay at their regular rate of compensation for
15 each workday that a rest period was not provided, in violation of California labor laws,
16 regulations, and IWC Wage Orders..

17 20. On information and belief, during the relevant time frame, Defendant failed to
18 reimburse Plaintiff and Class Members for the use of personal phones in the performance of their
19 job duties. Plaintiff and Class Members were contacted on their phones regarding any shift
20 changes. Additionally, Plaintiff and Class Members were required to use their personal phones
21 in order to view their payroll information.

22 21. On information and belief, Defendant willfully failed to pay all earned wages in a
23 timely manner to Non Exempt Employees during their employment and at the termination of
24 their employment all compensation due, including but not limited to all wages owed and
25 compensation for having failed to properly provide rest periods and meal periods.

26 22. Defendant have also failed to maintain accurate itemized records reflecting total
27 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
28 statements reflecting total hours worked and appropriate rates of pay for those hours worked

23. Plaintiff is informed and believes, and based thereon alleges, that Defendant currently employ and during the relevant period have employed over one hundred (100) Non Exempt Employees in California.

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

V.

CLASS ACTION ALLEGATIONS

25. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by BRIGHTVIEW LANDSCAPE in the state of California as hourly non exempt employees and who occupied positions of “landscape laborer” within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

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

a. All persons who are or were employed by BRIGHTVIEW LANDSCAPE in the state of California as hourly non exempt employees and who occupied positions of “landscape laborer” and similar positions and were not accurately and fully paid all lawful wages owed to them including proper minimum wage and/or overtime compensation for all their hours worked;

b. All persons who are or were employed by BRIGHTVIEW LANDSCAPE in the state of California as hourly non exempt employees and who occupied positions of “landscape laborer” and similar positions who, within the liability period, have not been provided compliant 30 minute meal period when they worked over five hours in a work shift by the end of the fifth hour and were not provided compensation in lieu thereof;

c. All persons who are or were employed by BRIGHTVIEW LANDSCAPE , in the state of California as hourly non exempt employees and who occupied positions of “landscape laborer” and similar positions who, within the liability period, have not been

1 authorized and permitted to take a minimum ten (10) minute rest period for every four (4) hours
2 or major fraction thereof worked per day and were not provided compensation in lieu thereof;

3 d. All persons who are or were employed by BRIGHTVIEW LANDSCAPE ,
4 in the state of California as hourly non exempt employees and who occupied positions of
5 “landscape laborer” and similar positions who, within the liability period, were required to use
6 their personal phones in the performance of their job duties without receiving reimbursement
7 from Defendant;

8 e. All persons who are or were employed by BRIGHTVIEW LANDSCAPE ,
9 in the state of California as hourly non exempt employees and who occupied positions of
10 “landscape laborer” and similar positions who, within the liability period, were not timely paid
11 all wages due and owed to them during their employment with Defendant;

12 f. All persons who are or were employed by BRIGHTVIEW LANDSCAPE ,
13 in the state of California as hourly non exempt employees and who occupied positions of
14 “landscape laborer” and similar positions who, within the liability period, were not timely paid
15 all wages due and owed to them upon the termination of their employment with Defendant; and

16 g. All persons who are or were employed by BRIGHTVIEW LANDSCAPE ,
17 in the state of California as hourly non exempt employees and who occupied positions of
18 “landscape laborer” and similar positions who, within the liability period, were not provided with
19 accurate and complete itemized wage statements.

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

23 28. This action has been brought and may properly be maintained as a class action
24 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
25 defined community of interest in the litigation and the proposed Class is easily ascertainable.

26 **A. Numerosity**

27 29. The potential members of the Class as defined are so numerous that joinder of all
28 the members of the Class is impracticable. While the precise number of Class Members has not

1 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
2 and/or during the relevant time period employed, approximately over 100 Non-Exempt
3 Employees in California who are or have been affected by Defendants' unlawful practices as
4 alleged herein.

5 **B. Commonality**

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

- 9 i. Whether Defendant violated Labor Code sections 510, 1194 and applicable IWC
10 Wage Orders by failing to pay all earned wages including overtime compensation to
11 Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or
12 more than forty (40) hours in a workweek;
- 13 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
14 failing to pay minimum wages for time spent under the Defendants' control and working
15 "off the clock" without pay;
- 16 iii. Whether Defendant violated Labor Code sections 226.7, 512 and applicable IWC
17 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
18 Exempt Employees on days in which they worked in excess of 5 hours and failing to
19 compensate said employees one hour wages in lieu of meal periods;
- 20 iv. Whether Defendant violated Labor Code sections 226.7 and applicable IWC
21 Wage Orders by failing to authorize and permit minimum 10 minute rest periods to Non-
22 Exempt Employees for every four hours or major fraction thereof worked and failing to
23 compensate said employees one hours wages in lieu of rest periods;
- 24 v. Whether Defendant violated Labor Code section 2802 and applicable IWC Wage
25 Orders for failing to indemnify employees for the expenditures incurred in the
26 performance of their job duties (i.e., requiring that Class Members to use their personal
27 phones in the performance of their job duties);
- 28 vi. Whether Defendants violated section 204 of the Labor Code and applicable

IWC Wage Orders by failing to pay all earned wages and/or premium wages due and owed during the Non-Exempt Employees' employment with Defendant

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

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

ix. Whether Defendant violated section 17200 *et seq.* of the Business and Professions Code by failing to pay proper minimum and/or overtime wages to Non-Exempt Employees; failing to provide proper rest and/or meal periods and failing to pay compensation in lieu thereof; failing to reimburse employee expenses; failing to timely pay wages due and owing during their employment and/or at the time the employee's employment with Defendant terminated failing to keep accurate records all in violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders.

x. Whether Defendant violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy.

C. Typicality

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

D. Adequacy of Representation

32. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in

litigating large employment class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policy and/or practice herein complained of.

34. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum and/or Overtime Wages

(Lab. Code §§ 510, 1194 1199)

(Against All Defendants)

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

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

37. During the liability Defendant's policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

1 38. During the liability period, Defendant's policies and/or practices resulted in
2 Plaintiff and Non Exempt Employees not receiving minimum wages for time spent under
3 Defendant's control and working off the clock while subject to the control of Defendant all
4 without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each
5 hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the
6 established is unlawful.

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

9
10 **Second Cause of Action**

11 Failure to Provide Lawful Meal Periods

12 Or Compensation in Lieu Thereof

13 (Lab. Code §§226.7, 512, IWC Wage Orders)

14 (Against All Defendants)

15 40. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 41. By their failure to provide 30 minute uninterrupted meal periods by the end of the
18 fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours
19 and failing to provide compensation for such statutorily non-compliant meal periods, Defendant
20 violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

21 42. By failing to record and maintain adequate and accurate time records according to
22 sections 226 and 1174 (d) of the Labor Code, Defendant has injured Plaintiff and Class Members
23 and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class
24 Members.

25 43. As a result of the unlawful acts of Defendant, Plaintiff and the Class he seeks to
26 represent have been deprived of premium wages in amounts to be determined at trial, and are
27 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
28 §226.7.

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

3
4 **Third Cause of Action**

5 Failure to Provide Rest Periods

6 Or Compensation in Lieu Thereof

7 (Lab. Code §§226.7, IWC Wage Orders)

8 (Against All Defendants)

9 45. Plaintiff repeats and incorporates herein by reference each and every allegation set
10 forth above, as though fully set forth herein.

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

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

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

21
22 **Fourth Cause of Action**

23 Failure to Reimburse Employee Expenses

24 (Lab. Code § 2802)

25 (Against All Defendants)

26 49. Plaintiff repeats and incorporates herein by reference each and every allegation set
27 forth above, as though fully set forth herein.

28 50. By their policy of unlawfully requiring that Non Exempt Employees to use their

personal phones in the performance of their job without reimbursement, Defendant willfully violated the provisions of Lab. Code § 2802.

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

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

Fifth Cause of Action

Failure to Timely Pay Wages During Employment

(Lab. Code § 204)

(Against All Defendants)

53. Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other sections became due and payable to Plaintiff and Class Members in each month that he or she was not paid all lawful wages owed or provided with lawful meal period or rest period to which he or she was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when they were due and payable.

54. Labor Code section 210 (a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

55. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks

1 to represent have been deprived of wages in amounts to be determined at trial, and are entitled to
2 recovery of such amounts, plus interest and penalties.

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

5
6 **Sixth Cause of Action**

7 Failure to Timely Pay Wages Due At Termination

8 (Lab. Code §§ 201-203)

9 (Against All Defendants)

10 57. Plaintiff repeats and incorporates herein by reference each and every allegation set
11 forth above, as though fully set forth herein.

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

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

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

26 61. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
27 described herein and below.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4

5

6
7

8
9
10
11
12
13
14
15
16

17
18
19

20

21

22
23

25

26

27

28

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

68. Business & Professions Code Section 17200 provides:

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

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

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

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

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

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

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;

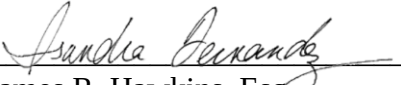
- 1 5. For premium pay and penalties pursuant to Labor Code §§203, 204;
2 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 225,1194,2802
3 7. For such other and further relief as the Court deems just and proper.
4

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
7
8

9 **Dated: May 26, 2021**

JAMES HAWKINS, APLC

10
11 
12 James R. Hawkins, Esq.
13 Isandra Y. Fernandez, Esq.
14 Attorneys for Plaintiff
15 Francisco Chavez
16
17
18
19
20
21
22
23
24
25
26
27
28