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11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SACRAMENTO
14

15 IAN MACKEY,

16 Plaintiff,

17 v.

18 STATUS PROS, LLC; a California Limited
19 Liability Company; and DOES 1-20,

20 Defendants,
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Case No.

COMPLAINT FOR DAMAGES:

1. **Failure to Pay Minimum Wage for All Hours Worked;**
2. **Failure to Pay Premium Overtime Wages;**
3. **Failure to Provide Meal and Rest Periods;**
4. **Failure to Provide Accurate Wage Statements;**
5. **Failure to Timely Pay Wages During Employment;**
6. **Waiting Time Penalties;**
7. **Failure to Reimburse Business Expenses;**
8. **Failure to Provide Personnel and Payroll Records Upon Request;**
9. **Unfair Competition (Business & Professions Code § 17200 *et seq.*);**
10. **Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*;**

JURY TRIAL DEMANDED

FILED
Superior Court Of California,
Sacramento
06/30/2021
hpemeltor
By _____, Deputy
Case Number:
34-2021-00303405

1 **INTRODUCTION**

2 Plaintiff IAN MACKEY("Plaintiff") hereby files this Complaint against Defendants STATUS
3 PROS, LLC, and DOES 1 to 20, inclusive, (hereinafter collectively referred to as "Defendants").
4 Plaintiff alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Sacramento County Superior Court has jurisdiction in this matter based on violations of
7 California Labor Code §§ 203, 226, 226.7, 510, 512, 1194 Business and Professions Code § 17200 *et*
8 *seq.*, and the applicable Wage Order.
9 2. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
10 the wrongful acts and violations of law asserted herein occurred within Sacramento County.

11 **THE PARTIES**

12 3. Plaintiff, IAN MACKEY, is an individual over the age of 18 years, who resides in the
13 State of California, and was an employee of Defendants, where he worked as a Service Technician.
14 4. Plaintiff is informed and believes, and thereon alleges, that STATUS PROS, LLC, is a
15 California Corporation, doing business throughout Northern California including Sacramento County,
16 with its principal place of business in San Ramon, California.
17 5. Plaintiff is further informed and believes, and thereon allege, that each of the Defendants
18 herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of
19 the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is
20 further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to,
21 ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and
22 capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate,
23 associate, or otherwise are unknown to Plaintiff, who therefore sue such defendants by fictitious names
24 pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show
25 such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

26 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

27 6. On June 14, 2021, Plaintiff filed his Labor Code § 2699.3 Private Attorney General Act
28 ("PAGA") notice with the California Labor & Workforce Development Agency ("LWDA"). If the LWDA

1 does not respond to Plaintiff's PAGA notice within 65 days, Plaintiff will be deputized to represent
2 himself, other aggrieved employees, and the California Labor Commissioner for the purpose of collecting
3 civil penalties for violations of the California Labor Code committed by Defendants as set forth herein.

4 **FACTUAL ALLEGATIONS**

5 7. Plaintiff worked for Defendants as a Service Technician from approximately January,
6 2021, until February, 2021. Throughout this time period, Plaintiff was not timely paid, was not paid for
7 all hours worked and submitted for payment, was not provided meal and rest breaks, was not reimbursed
8 for mileage accrued using his personal vehicle to drive between jobs, and was not reimbursed for use of
9 his personal cell phone and cell phone plan for required work-related purposes.

10 8. Throughout the relevant time period, Defendants routinely cut Plaintiff's submitted
11 worked hours and short paid him, in this way depriving him of at least the State minimum wage for all
12 hours worked, and premium overtime when applicable.

13 9. By routinely scheduling Plaintiffs and other similarly situated employees with back-to-
14 back service calls, with insufficient travel time between jobs, Defendants failed to provide Plaintiff and
15 other similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour
16 of work as required under the law. Defendants also failed to provide rest periods to Plaintiff and similarly
17 situated employees for every 4 hours worked or major fraction thereof.

18 10. Defendants did not provide Plaintiff and similarly situated employees legally compliant
19 wage statements noting, among other things, accurate total hours worked, gross wages earned, the
20 applicable hourly rates in effect during the pay period and the accurate corresponding number of hours
21 worked at each hourly rate.

22 11. Nor did Defendants reimburse Plaintiff and all employees for actual and necessary
23 expenses incurred for business purposes, including mileage and cell phone.

24 12. During the relevant period, Defendants did not provide Plaintiff and similarly situated
25 employees with prompt and timely payment of wages due.

26 13. Defendants also did not provide aggrieved employees all wages owed upon their
27 termination or within seventy-two (72) hours of their separation from employment.
28

14. Plaintiff is informed and believes that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in this letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he experienced them personally or not.

15. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

16. PAGA defines an aggrieved employee in labor Code section 2699(c) as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

17. Plaintiff and other current and former employees of Defendants are aggrieved employees as defined by the Labor Code in that they are all Defendants' current or former employees and one or more of the alleged violations was committed against them.

FIRST CAUSE OF ACTION

**Failure to Pay Minimum Wage for All Hours Worked
(Cal. Labor Code § 1194)
(Against All Defendants)**

18. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint as though fully set forth herein and for a cause of action alleges as follows:

19. Defendants were required to compensate Plaintiff with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

20. Defendants were aware of their obligation to pay the minimum wage but failed to do so.

21. In addition, California Labor Code section 558.1, subsection (a), provides that “Any employer or other person acting on behalf of an employer, who violates, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare

1 Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may
2 be held liable as the employer for such violation.”

3 22. California Labor Code section 558.1, subsection (b), further provides that the term “other
4 person acting on behalf of any employer” means “a natural person who is an owner, director, officer, or
5 managing agent of the employer.” Plaintiff is informed and thereon believes that DOES 1-5 were persons
6 acting on behalf of Defendants, including as managing agents of Defendants, within the meaning of
7 California Labor Code section 558.1. Therefore, DOES 1-5 may be held liable as the employer for the
8 violations of provisions regulating minimum wages or hours and days of work in any order of the
9 Industrial Welfare Commission and California Labor Code section 1194.

10 23. Provisions regulating minimum wages or hours and days of work in any order of the
11 Industrial Welfare Commission, such as IWC Wage Order No. 4-2001, and California Labor Code
12 section 1194 have been violated by, or were caused to be violated by, Defendants.

13 24. Defendants’ conduct described herein violates California Labor Code section 1194, and
14 Wage Orders. As a proximate result of Defendants’ conduct, Plaintiff and other aggrieved employees
15 have been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff
16 now seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2,
17 attorney’s fees and costs, and interest pursuant to California Labor Code section 1194.

18 WHEREFORE, Plaintiff seeks relief as described below.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Pay Premium Overtime Wages for All Hours Worked**
21 **(Cal. Lab. Code §558)**
22 **(Against All Defendants)**

23 25. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint
24 as though fully set forth herein and for a cause of action alleges as follows:

25 26. During the period Plaintiff was employed by Defendants, Defendants were required to
26 compensate him one and one-half (1½) times the regular rate of pay for hours worked in excess of eight
27 (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours
28 worked in excess of twelve (12) hours per day. *See* California Labor Code §§ 510, 1194. Although

1 Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants
2 failed to pay any overtime wages owed.

3 27. During the relevant time period, Plaintiff and other aggrieved employees' reported and
4 worked hours were unilaterally and improperly cut by Defendant, resulting in failure to pay premium
5 overtime wages when applicable.

6 28. In addition, California Labor Code section 558.1, subsection (a), provides that "Any
7 employer or other person acting on behalf of an employer, who violates, or cause to be violated, any
8 provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare
9 Commission, or violates or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may
10 be held liable as the employer for such violation."

11 29. California Labor Code section 558.1, subsection (b), further provides that the term "other
12 person acting on behalf of any employer" means "a natural person who is an owner, director, officer, or
13 managing agent of the employer."

14 30. Provisions regulating minimum wages or hours and days of work in any order of the
15 Industrial Welfare Commission, such as IWC Wage Order No. 2-2001, and California Labor Code
16 section 1194 have been violated by, or were caused to be violated by, Defendants. Plaintiff is informed
17 and thereon believes that DOES 1-5 were persons acting on behalf of Defendants, including as managing
18 agents of Defendants, within the meaning of California Labor Code section 558.1. Therefore, DOES 1-
19 5 may be held liable as the employer for the violations of provisions regulating minimum wages or hours
20 and days of work in any order of the Industrial Welfare Commission and California Labor Code section
21 1194.

22 31. Defendants' conduct described herein violates California Labor Code sections 510 and
23 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been damaged and
24 deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages,
25 attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

26 **THIRD CAUSE OF ACTION**
27 **Failure to Provide Meal and Rest Periods**
28 **(Cal. Lab. Code §§ 226.7, 512)**
(Against All Defendants)

1 32. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint
2 as though fully set forth herein and for a cause of action alleges as follows:

3 33. An employer must provide an employee meal periods and/or rest periods in accordance
4 with the applicable Wage Order and Labor Code sections 226.7 and 512.

5 34. Labor Code section 510 and the applicable Wage Order at section 11(A) require an
6 employer to provide a meal period of not less than thirty (30) minutes for each work period of more than
7 five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide
8 a second meal period.

9 35. Labor Code section 510 and the applicable Wage Order at section 12(A) require an
10 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
11 four (4) hours or a major fraction thereof.

12 36. Plaintiff alleges that Defendants failed to provide Plaintiff with meal breaks of at least
13 thirty (30) minutes for several work periods that Plaintiff worked more than five (5) hours in a day, or
14 to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff worked
15 more than ten (10) hours in a day.

16 37. Plaintiff further allege that Defendants failed to provide rest breaks of at least ten (10)
17 minutes for each work period that they worked more than four (4) hours.

18 38. Also, provisions regulating minimum wages or hours and days of work in any order of
19 the Industrial Welfare Commission and California Labor Code section 226.7 have been violated by, or
20 were caused to be violated by Defendants. Plaintiff is informed and thereon believes that DOES 1-5
21 were persons acting on behalf of Defendants, including as managing agents of Defendants, within the
22 meaning of California Labor Code section 558.1. Therefore, DOES 1-5 may be held liable as the
23 employer for the violations of provisions of the Industrial Welfare Commission, including IWC Wage
24 Order No. 4-2001, and California Labor Code section 226.7.

25 39. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiff is
26 entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period
27 not provided, as a wage, from three (3) years of the filing of this action, in an amount to be established
28 at trial. *See* Labor Code § 226.7 and the applicable Wage Order at §§ 11(B), 12(B).

40. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiff is entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period not provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and the applicable Wage Order at §§ 11(B), 12(B).

FOURTH CAUSE OF ACTION

**Failure to Provide Accurate Wage Statements
(Cal. Lab. Code § 226(a))
(Against All Defendants)**

41. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint as though fully set forth herein and for a cause of action alleges as follows:

42. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or his social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

43. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the

1 requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage
2 statements provided to Plaintiff and similarly situated employees all hours worked.

3 44. Additionally, Plaintiff alleges he suffered injury as a result of Defendants' failure to
4 provide accurate and complete information as required by any one or more of items (1) to (9), inclusive,
5 of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a
6 reasonable person in each Plaintiff' position would not be able to readily ascertain the information
7 without reference to other documents or information) from the wage statement alone.

8 45. Also, California Labor Code section 226 has been violated by, or was caused to be
9 violated by Defendants. Plaintiff is informed and thereon believes that DOES 1-5 were persons acting
10 on behalf of Defendants, including as managing agents of Defendants, within the meaning of California
11 Labor Code section 558.1. Therefore, DOES 1-5 may be held liable as the employer for the violations
12 of California Labor Code section 226.

13 46. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants to
14 comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

15 **FIFTH CAUSE OF ACTION**
16 **Failure to Timely Pay Wages During Employment**
17 **(Cal. Lab. Code § 204)**
18 **(Against All Defendants)**

19 47. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint
20 as though fully set forth herein and for a cause of action alleges as follows:

21 48. An employer must pay their employees within a specified time as set forth at Labor Code
22 section 204.

23 49. As a policy and practice Defendants regularly failed and refused to pay Plaintiff and other
24 aggrieved employees all wages due and owing on the regularly specified pay dates, and in the time
25 period required by law, or at all.

26 50. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived
27 of wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and
28 costs, and interest pursuant to California Labor Code sections 204.

1 **SIXTH CAUSE OF ACTION**

2 **Waiting Time Penalties**
3 **(Cal. Lab. Code §§ 201-202)**
4 **(Against All Defendants)**

5 51. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint
6 as though fully set forth herein and for a cause of action alleges as follows:

7 52. An employer must pay an employee who is terminated all unpaid wages immediately
8 upon termination. Labor Code § 201.

9 53. An employer must pay an employee who resigns all unpaid wages within seventy-two
10 (72) hours of resignation. Labor Code § 202.

11 54. An employer who willfully fails to pay an employee wages in accordance with Labor
12 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days.
13 Labor Code § 203.

14 55. Plaintiff did not receive all wages, including minimum and overtime wages and meal and
15 rest period premiums, at his termination or separation from employment. Specifically, Defendants failed
16 to pay Plaintiff all wages owed at the time of termination.

17 56. Defendants knew of their obligation to pay Plaintiff for all hours worked because they
18 had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8) hours a day
19 and/or forty (40) hours a week, and did not receive overtime or minimum wages for all hours worked.
20 Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination
21 and willful refusal.

22 57. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and
23 deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for
24 Defendants' failure to pay all wages due in an amount to be established at trial.

25 **SEVENTH CAUSE OF ACTION**

26 **Failure to Reimburse Business Expenses**
27 **(Cal. Lab. Code § 2802)**
28 **(Against Corporate Defendants)**

58. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint
as though fully set forth herein and for a cause of action alleges as follows:

59. Labor Code section 2802(a) states that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

60. Defendants knew that Plaintiff and similarly situated employees incurred expenses for work purposes, including but not necessarily limited to travel expenses, mileage, and cell phones. However, Defendants did not reimburse Plaintiff or similarly situate employees for these expenses.

61. Defendants' conduct described herein violated California Labor Code section 2802. As a proximate result of Defendants' conduct, Plaintiff and other employees have been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

EIGHTH CAUSE OF ACTION

Failure to Provide Personnel and Payroll Records Upon Request (Labor Code §§ 226, 1198.5, 432)

62. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint as though fully set forth herein and for a cause of action alleges as follows:

63. Labor Code section 1198.5, subdivision (k), states, “[i]f an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current and former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.” Labor Code section 1198.5 subdivision (b)(1) states, in part, “[t]he employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but no later than 30 calendar days from the date the employer receives a written request...”

64. Plaintiff requested his records pursuant to Labor Code section 1198.5 on March 29, 2021. However, Defendants failed to permit Plaintiff to inspect or copy his personnel records within the specified time in Labor Code section 1198.5, subdivision (b)(1), or at all.

65. As a direct, foreseeable, and proximate result of Defendants' misconduct, Plaintiff suffered and continues to suffer substantial losses, all to his detriment in an amount that will be proven at trial.

NINTH CAUSE OF ACTION
(Unfair Competition)
(Against All Defendants)

66. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint as though fully set forth herein and for a cause of action alleges as follows:

67. 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 California Business and Professions Code. *See California Business and Professions ("B&P") Code § 17200.*

68. Plaintiff was not paid all wages owed during his employment, was not paid on designated pay dates, was not reimbursed for business expenses incurred, and was not provided legally compliant meal and rest breaks. Defendants also failed to provide legally compliant paystubs to Plaintiff throughout the employment relationship that failed to show, among other things, all hours worked.

69. Plaintiff is also informed and believe and thereon allege that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (California Business and Professions Code 17200 *et seq.*), pursuant to *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163 (2000).

70. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of Defendants' unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for up to four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*
(As to All Defendants)

71. Plaintiff hereby incorporates by reference each of the above Paragraphs of this Complaint as though fully set forth herein and for a cause of action alleges as follows:

72. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order violations identified above.

73. On or about June 14, 2021, Plaintiff, through counsel, sent written notice to the LWDA regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. After the passage of 65 days, Plaintiff will be deemed to have exhausted his administrative remedies under PAGA.

74. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all aggrieved employees for all violations of the Labor Code from June 14, 2020, through trial on this matter.

PRAYER FOR DAMAGES

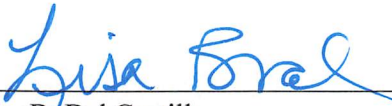
WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial;
2. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
3. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

1 Dated: June 30, 2021

Castle Law: California Employment Counsel, PC

2
3 By:



Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff
IAN MACKEY

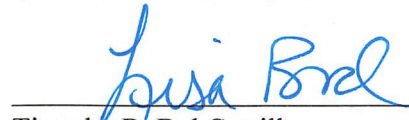
JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: June 30, 2021

Castle Law: California Employment Counsel, PC

By:



Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff
IAN MACKEY