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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ALAMEDA

16 Malachi Maynard, in his individual
17 and representative capacity,

18 Plaintiff,

19 v.

20 TaskRabbit, Inc., IKEA North
21 America Services, LLC, IKEA US
22 Retail LLC, and DOES 1 through 10,
23 inclusive,

24 Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

12/03/2021 at 02:40:23 PM

By: Xian-xii Bowie, Deputy Clerk

CASE NO.: **21CV003513**

**PRIVATE ATTORNEY GENERAL
COMPLAINT FOR:**

1. **Willful Misclassification in Violation of Labor Code §226.8;**
2. **Failure to Pay Overtime Wages in Violation of Labor Code §510 and the Wage Order;**
3. **Failure to Timely Pay Wages in Violation of Labor Code §204;**
4. **Failure to Pay Wages on Termination in Violation of Labor Code §§201 and 202;**
5. **Failure to Provide an Accurate Itemized Paystub in Violation of Labor Code §226;**
6. **Failure to Provide Equipment or Reimburse Business Expenses in Violation of Labor Code §2802;**
7. **Failure to Provide Reporting Time Pay in Violation of Labor Code §1198 and the Wage Order;**
8. **Failure to Provide Hiring Notice in Violation of Labor Code §2810.5;**

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- 9. Failure to Store Records in Violation of Labor Code §§353, 1174, and the Wage Order;**
- 10. Failure to Pay Minimum Wage in Violation of Labor Code §§1182, 1197, and the Wage Order; and**
- 11. Failure to Provide Breaks in Violation of Labor Code §§512, and the Wage Order.**

DEMAND FOR JURY TRIAL

1 Plaintiff Malachi Maynard (“Plaintiff”) alleges as follows:
2

3 **INTRODUCTION**

4 1. In this Complaint, Plaintiff uses the term “Tasker” to refer to individuals
5 employed by Defendants TaskRabbit, Inc. (“TaskRabbit”) and Defendants IKEA North
6 America Services, LLC and IKEA US Retail LLC whose primary job duties consist of
7 completing tasks as part of the provision of home services that are TaskRabbit’s primary
8 business, and assembling furniture as part of IKEA’s primary business. Plaintiff refers to
9 the two IKEA entities together as “IKEA” and to all three Defendants collectively as
10 “Defendants.”

11 2. Plaintiff brings all causes of action in this Complaint as a Private Attorney
12 General on behalf of the State of California with regard to current and former Taskers
13 pursuant to California Labor Code §2699 *et seq.*, based on Defendants’ willful
14 misclassification of their Taskers as independent contractors starting January 1, 2020 and
15 continuing to the present.

16 3. Members of the represented group of employees are called “Taskers.”
17

18 **THE PARTIES**

19 4. Plaintiff Malachi Maynard (“Maynard” or “Plaintiff”) is a citizen of the
20 United States and a resident of San Francisco County, California.

21 5. From a time beginning prior to the filing of the instant complaint and
22 continuing to the present, TaskRabbit has employed Maynard as a Tasker to perform
23 home services as part of the provision of home services that is TaskRabbit’s primary
24 business.

25 6. TaskRabbit and IKEA jointly employ Taskers specifically to provide
26 furniture assembly services to IKEA’s customers.

27 7. From prior to the filing of the instant complaint and continuing to the
28 present day, IKEA and TaskRabbit have jointly employed Maynard to assemble IKEA

1 furniture as part of the provision of home services that is TaskRabbit's primary business,
2 and as part of the furniture retail service that is IKEA's primary business.

3 8. Defendant IKEA North America Services, LLC, is a limited liability
4 company organized under the laws of the State of Virginia with its principal place of
5 business in Conshohocken, Pennsylvania.

6 9. Defendant IKEA US Retail LLC is a limited liability company organized
7 under the laws of the State of Virginia with its principal place of business in
8 Conshohocken, Pennsylvania.

9 10. Defendant TaskRabbit, Inc. is a corporation organized under the laws of the
10 State of Delaware with its principal place of business in San Francisco, California.

11 11. Plaintiff is currently unaware of the true names and capacities of the
12 Defendants sued herein as Does 1 through 10 (the "Doe Defendants") and therefore sues
13 the Doe Defendants by such fictitious names. Plaintiff will amend this Complaint to
14 allege the true names and capacities of the Doe Defendants when they are ascertained.

15 12. Plaintiff is informed and believes, and thereon alleges, that the Doe
16 Defendants are the partners, agents, or principals and co-conspirators of the named
17 Defendants and of each other; that the named Defendants and the Doe Defendants
18 performed the acts and conduct herein alleged directly, aided and abetted the performance
19 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and
20 conduct, and therefore each of the Doe Defendants is liable to Plaintiff to the extent of the
21 liability of the named Defendants as alleged herein.

22 13. Plaintiff is informed and believes, and on that basis alleges, that at all times
23 herein mentioned, all of the Defendants are and were a single or joint employer.

24 14. Plaintiff is informed and believes, and on that basis alleges, that at all times
25 herein mentioned, each of the Defendants was the agent, servant, and/or employee of each
26 of the other Defendants and, in connection with the matters hereinafter alleged, was acting
27 within the scope of such agency and employment, and each Defendant ratified each and
28 every act, omission and thing done by each and every other Defendant herein.

JURISDICTION AND VENUE

15. This Court has jurisdiction in this action because: Defendants committed violations of California law, including violations of the Wage Order and Labor Code that affected Plaintiff in this county; because one or more Defendants reside in this jurisdiction; and because service was effected on one or more Defendants while voluntarily present in California.

16. Venue is proper under California Code of Civil Procedure §395.5, as this is a county where liability against Defendants arises.

LABOR CODE §2699

17. Plaintiff realleges and incorporates herein by this reference the allegations of paragraphs 1 through 16 hereof, inclusive.

18. California Labor Code §2699 *et seq.*, authorizes Plaintiff to recover civil penalties for each Labor Code violation described herein.

19. Plaintiff hereby seeks to recover civil penalties, pursuant to California Labor Code §2699 *et seq.*, for each Labor Code violation described herein with respect to violations of the Labor Code committed by the Defendants as to all Taskers who have been employed in California.

20. Pursuant to California Labor Code §2699.3, on September 29, 2021, Plaintiff gave notice to the Labor and Workforce Development Agency and the employer of the specific provisions of the Labor Code alleged to be violated in this Complaint in the First through Eleventh Causes of Action, including the facts and theories to support each alleged violation. Plaintiff gave notice to the LWDA electronically through the agency website and to the employer via certified mail.

21. More than 65 days have passed since Plaintiff gave notice by the statutorily-prescribed procedure to the Labor and Workforce Development Agency of this Action. Neither the employer or the Labor and Workforce Development Agency have provided any notice of intent to investigate any of the alleged violations.

COMMON ALLEGATIONS

22. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 21 hereof, inclusive.

23. TaskRabbit is a company whose primary business is providing home services to its customers. Customers access TaskRabbit's service through a website or through an application installed on the customers' cell phone.

24. TaskRabbit employs Taskers throughout the State of California. Taskers receive work assignments from TaskRabbit through the application, and then provide the requested services to TaskRabbit's customers. The work performed by Taskers is within the usual course of TaskRabbit's business.

25. IKEA is a company whose primary business is furniture retail. When customers request furniture assembly services from IKEA, IKEA provides these services through TaskRabbit and employs Taskers to perform furniture assembly services for IKEA's customers. The IKEA website specifically informs customers that "we've partnered with TaskRabbit to provide you with even more assembly options."

26. The work performed by Taskers with respect to IKEA furniture assembly is within the usual course of IKEA's business.

27. At all times relevant hereto, Defendants have engaged, suffered, or permitted the Taskers, including Plaintiff, to work for Defendants.

28. At all times relevant hereto, Defendants have maintained a uniform policy of classifying all Taskers, including Plaintiff, as independent contractors rather than employees.

29. At all times relevant hereto, Defendants employed and exercised control over the wages and hours and working conditions of the Taskers.

30. At all times relevant hereto, Defendants have maintained an unlimited right to terminate the services of any Tasker at any time, at will and without cause.

31. The work of Taskers is not recognized as a distinct occupation or business and the work of Taskers is not an occupation that is normally done by a specialist without

1 supervision. Instead, Taskers performed manual work of the type normally performed by
2 employees subject to supervision of the principal.

3 32. The work of assembling IKEA furniture is not recognized as a distinct
4 occupation or business, and is not normally done by a specialist without supervision.
5 Instead, the assembly of IKEA furniture is manual labor of the type normally performed
6 by an employee subject to supervision of the principal.

7 33. With regard to the assembly of IKEA furniture, IKEA routinely provides
8 some of the instrumentalities required for assembly, including hex wrenches and other
9 tools.

10 34. The relationship between Defendants and the Taskers is an ongoing one,
11 with many Taskers, including Plaintiff, working on a regular basis over an extended
12 period of time.

13 35. With regard to Tasks that involve assembly of IKEA furniture, Defendants
14 set a specific price and time for completion for assembly services. The Tasker is required
15 to complete assembly of each piece of furniture for the set price, regardless of how long
16 the project takes.

17 36. Defendants promulgate detailed rules and policies regulating the
18 conduct of Taskers, and reserve the right to terminate a Tasker who violates any of these
19 policies. Taskers are required to undergo training to ensure compliance with each policy
20 before they are allowed to work.

21 37. With regard to the assembly of IKEA products, each Tasker is required to
22 follow extremely detailed step-by-step instructions. Defendants maintain the right to
23 terminate any Tasker for any failure to assemble the product exactly as specified by
24 IKEA.

25 38. With regard to the assembly of IKEA products, IKEA requires Taskers to
26 attend online training specific to IKEA products before they are allowed to assemble
27 IKEA furniture.
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39. With regard to the assembly of IKEA products, IKEA requires each Tasker to bring special tools specifically for assembly of its furniture, including “a drill capable of anchoring IKEA furniture to the wall, charged and ready.”

40. Plaintiff is informed and believes, and thereon alleges, that Defendants' misclassification of Taskers as independent contractors is willful and done in order to deprive the Taskers of benefits due them, and to gain an economic advantage, with the full knowledge that the law requires Taskers to be classified as employees. Among the factors that have provided this knowledge to Defendants is the clarification of independent contractor law offered by the California Supreme Court in April 2018 pursuant to the ruling in the *Dynamex* case; the subsequent enactment of Labor Code §2775; and the fact that Taskers clearly did not qualify for independent contractor status, even under the law as it existed before *Dynamex*. In particular, each Defendant was aware of each of the facts alleged in the foregoing paragraphs and each Defendant nonetheless chose to continue treating Taskers as independent contractors for the purpose of enriching their companies while avoiding California employment law.

FIRST CAUSE OF ACTION

**(Willful Misclassification in Violation of Labor Code §226.8,
Against All Defendants)**

41. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 40 hereof, inclusive.

42. A worker is properly considered an independent contractor to whom the Wage Order does not apply only if the hiring entity establishes: (A) that the worker is free from the control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of such work and in fact; (B) that the worker performs work that is outside the usual course of the hiring entity's business; and (C) that the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity.

1 43. The work performed by the Taskers at issue in this case is within the usual
2 course of each Defendant's business, such that an employer-employee relationship is
3 created between Defendants and the Taskers.

4 44. Labor Code §226.8 prohibits any person or employer from willfully
5 misclassifying an individual who is an employee subject to the applicable Wage Order.

6 45. Since at least 2020 until the present, Defendants maintained a uniform
7 policy whereby Defendants have misclassified all Taskers, including Plaintiff, as
8 independent contractors for purposes of the Wage Order.

9 46. Through their misclassification of every Tasker as an independent
10 contractor for purposes of the Wage Order, Defendants have engaged in a pattern and
11 practice of willful misclassification for their own financial benefit.

12 47. Pursuant to Labor Code §226.8, Plaintiff is entitled to recover civil penalties
13 for Defendants' misclassification of employees with regard to their employment
14 status under the Wage Order of not less than ten thousand dollars (\$10,000) and up to
15 twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
16 penalties or fines permitted by law.

17 48. Plaintiff is entitled to recover attorney fees and costs in bringing this action.
18 Defendants are subject to an order requiring them to provide public notice of their
19 violations of Section 226.8, as required under sub-sections (e) and (f) thereof, in the event
20 this Court determines that a violation has been committed.

21
22 **SECOND CAUSE OF ACTION**

23 **(Failure to Pay Overtime Premiums in Violation of Labor Code §510**
24 **and the Wage Order, Against All Defendants)**

25 49. Plaintiff realleges and incorporates herein by this reference the allegations
26 of Paragraphs 1 through 48 hereof, inclusive.

27 50. Paragraph 3 of the applicable Wage Order and California Labor Code §510
28 require that Defendants pay each of their Taskers one and a half his or her regular rate of

1 pay for any work in excess of 8 hours in one workday, in excess of 40 hours in one
2 workweek, and for the first 8 hours of work on the seventh day of a workweek.

3 51. Plaintiff has worked days in excess of eight hours for Defendants and did
4 not receive any overtime premium pay for any of those days.

5 52. Defendants have a uniform policy of intentionally failing to pay the
6 overtime premiums due to their Taskers for overtime work.

7 8 **THIRD CAUSE OF ACTION**

9 **(Failure to Timely Pay Wages in Violation of Labor Code §204,** 10 **Against All Defendants)**

11 53. Plaintiff realleges and incorporates herein by this reference the allegations
12 of Paragraphs 1 through 52 hereof, inclusive.

13 54. California Labor Code §204 requires that all wages are due and payable
14 twice in each calendar month. Defendants violated Labor Code §204 by systematically
15 refusing to pay overtime premium wages due to Taskers under the Wage Order.

16 17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Pay Wages on Termination in Violation of Labor Code §§201 and 202,** 19 **Against All Defendants)**

20 55. Plaintiff realleges and incorporates herein by this reference the allegations
21 of Paragraphs 1 through 54 hereof, inclusive.

22 56. Labor Code §§201 and 202 require that Defendants pay each Tasker all of
23 the wages earned by that individual at the time of termination for an involuntary
24 termination, and within 72 hours of termination for a voluntary termination.

25 57. At all times relevant hereto, Defendants have terminated Taskers who were
26 entitled to overtime wages earned under the applicable Wage Order at the time that the
27 Taskers' employment with Defendants ended.

58. At all times relevant hereto, Taskers who were entitled to overtime wages earned under the applicable Wage Order have voluntarily quit their jobs.

59. Defendants maintain a policy and practice of willfully refusing to pay any Tasker the overtime wages to which he or she is entitled under the Wage Order at any time after that Tasker's termination or resignation.

FIFTH CAUSE OF ACTION

**(Failure to Provide an Accurate Itemized Paystub in Violation of Labor Code §226,
Against All Defendants)**

60. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 59 hereof, inclusive.

61. At all times relevant hereto, Paragraph 7 of the applicable Wage Order has required that every employer shall semimonthly, or at the time of each payment of wages, furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer.

62. California Labor Code §226(a) requires that each pay period Defendants must provide each Tasker with an itemized statement as required by the Wage Order.

63. At all times relevant hereto, Defendants violated the Wage Order and Labor Code §226(a) by failing to provide all of their Taskers with any itemized statement at all.

SIXTH CAUSE OF ACTION

**(Failure to Reimburse Business Expenses in Violation of Labor Code §2802,
Against All Defendants)**

64. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 63 hereof, inclusive.

1 65. At all times relevant hereto, Paragraphs 8 and 9 of the applicable Wage
2 Order have required that an employer provide its employees with any tools or equipment
3 that are required by the employer or are necessary to the performance of the job.

4 66. Compliance with Paragraphs 8 and 9 of the applicable Wage Order is
5 required by Labor Code §1198.

6 67. Taskers uniformly work periods where they earn less than twice the
7 minimum wage. Plaintiff has worked periods for Defendant wherein he earned less than
8 twice the minimum wage.

9 68. One way in which Taskers uniformly earn less than twice the minimum
10 wage is the fixed rate that Defendants impose for assembly of IKEA products. Because
11 the Taskers are paid a fixed rate regardless of how long it takes to assemble the IKEA
12 product, work on these projects often extends so as to make the Taskers' earnings fall far
13 below twice the minimum wage.

14 69. Working as a Tasker is not customarily recognized as a trade or craft.

15 70. Defendants require every Tasker, including Plaintiff, to use a cellular
16 telephone or tablet device with a wireless data connection in order to send and receive
17 information regarding the assignment and completion of services for Defendants'
18 customers. Although these devices are specifically required by Defendants to work as a
19 Tasker, there is no established custom whereby these tools are customarily required as
20 part of any trade or craft applicable to Taskers.

21 71. All Taskers, including Plaintiff, have incurred expenses as a result of
22 Defendants' requirement for Taskers to use the Taskers' own personal devices for work.

23 72. During all times relevant hereto, Defendants maintained a uniform policy of
24 refusing to provide cellular telephones or tablet devices to Taskers, despite the fact that
25 this equipment is both required by Defendants and necessary to the performance of the job.
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73. During all times relevant hereto, Defendants maintained a uniform policy of refusing to reimburse Taskers for the cost of cellular telephones, tablet devices or wireless data connections, despite the fact that this equipment is both required by Defendants and necessary to the performance of the job.

SEVENTH CAUSE OF ACTION

**(Failure to Provide Reporting Time Pay in Violation of Labor Code §1198
and the Wage Order, Against All Defendants)**

74. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 73 hereof, inclusive.

75. At all times relevant hereto, Defendants have failed to pay their Taskers, including Plaintiff, at least two hours' minimum wage pay on workdays on which it required Taskers to report to work, but the Taskers were not put to work or were furnished less than half of a usual day's work, in violation of the reporting time pay requirements of the Wage Order adopted by Labor Code §1198. Plaintiff has been required to report for work at the home of one of Defendants' customers, and then received less than two hours of work.

76. Defendants have required their Taskers, including Plaintiff, to report for work for a second time in one workday; but, at all times relevant hereto, have failed to pay their Taskers, including Plaintiff, at least two hours' minimum wage pay for the Taskers' second time reporting to work in the same workday, in violation of the reporting time pay requirements of the Wage Order adopted by Labor Code §1198. When this occurs, Defendants, as a uniform policy, refused to pay Taskers, including Plaintiff, at least two hours minimum wage pay.

1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Provide Pre-Hire Notice in Violation of Labor Code §2810.5,**
3 **Against All Defendants)**

4 77. Plaintiff realleges and incorporates herein by this reference the allegations
5 of Paragraphs 1 through 76 hereof, inclusive.

6 78. At all times relevant hereto, Defendants failed to maintain any policy or
7 practice of providing to Taskers the pre-hire Notice required by Labor Code §2810.5.
8

9 **NINTH CAUSE OF ACTION**

10 **(Failure to Store Records in Violation of Labor Code §§353, 1174,**
11 **and the Wage Order Against All Defendants)**

12 79. Plaintiff realleges and incorporates herein by this reference the allegations
13 of Paragraphs 1 through 78 hereof, inclusive.

14 80. At all times relevant hereto, Defendants failed to maintain any policy or
15 practice of maintain and storing records as required by Labor Code §§353, 1174, 1198 and
16 Paragraph 7 of the operative Wage Order with regard to Taskers.
17

18 **TENTH CAUSE OF ACTION**

19 **(Failure to Pay Minimum Wage in Violation of Labor Code §§1182, 1197,**
20 **and the Wage Order Against All Defendants)**

21 81. Plaintiff realleges and incorporates herein by this reference the allegations
22 of Paragraphs 1 through 80 hereof, inclusive.

23 82. At all times relevant hereto, Defendants failed to maintain any policy or
24 practice of ensuring that the total compensation received by each Tasker was, at all times,
25 equal to or higher than the minimum wage designated by Labor Code §§1182.12, 1197
26 and 1198 and paragraph 4 of the operative Wage Order.
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1 **ELEVENTH CAUSE OF ACTION**

2 **(Failure to Provide Breaks Against All Defendants)**

3 83. Plaintiff realleges and incorporates herein by this reference the allegations
4 of Paragraphs 1 through 82 hereof, inclusive.

5 84. At all times relevant hereto, Defendants failed to maintain any policy that
6 ensured that Taskers were relieved of duty for meal breaks and rest breaks as required by
7 paragraphs 11 and 12 of the operative Wage Order and Labor Code §§512 and 1198.
8 Defendants did not even advise Taskers of their right to meal or rest breaks.

9 85. As a result of Defendants' failure to maintain any meal or rest break policy,
10 Taskers, including Plaintiff, routinely worked without being relieved of duty for the meal
11 and rest breaks required by paragraphs 11 and 12 of the operative Wage Order and Labor
12 Code §§512 and 1198.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants TaskRabbit and
16 IKEA, and Does 1 through 10, inclusive, and each of them, as follows:

17 **ON THE FIRST CAUSE OF ACTION:**

- 18 1. For the civil penalties described in Labor Code §226.8 for all violations set
19 forth by this cause of action;
20 2. For the relief provided for by Labor Code §226.8 (e) and (f); and
21 3. For attorney fees and costs incurred, pursuant to California Labor
22 Code §2699(g).

23
24 **ON THE SECOND CAUSE OF ACTION:**

- 25 1. For the civil penalties described in Labor Code §558 for all violations set forth
26 by this cause of action; and
27 2. For attorney fees and costs reasonably incurred, in accordance with Labor
28 Code §2699(g).

1 **ON THE THIRD CAUSE OF ACTION:**

- 2 1. For the civil penalties described in Labor Code §210 for all violations set forth
3 by this cause of action; and
4 2. For attorney fees and costs reasonably incurred, in accordance with Labor
5 Code §2699(g).
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7 **ON THE FOURTH CAUSE OF ACTION:**

- 8 1. For the civil penalties described in Labor Code §203 for all violations set forth
9 by this cause of action; or, alternatively, for civil penalties pursuant to Labor
10 Code §2699(f) for all violations set forth by this cause of action; and
11 2. For attorney fees and costs reasonably incurred, in accordance with Labor
12 Code §2699(g).
13

14 **ON THE FIFTH CAUSE OF ACTION:**

- 15 1. For the civil penalties described in Labor Code §226.3 for all violations set
16 forth by this cause of action; and
17 2. For attorney fees and costs reasonably incurred, in accordance with Labor
18 Code §2699(g).
19

20 **ON THE SIXTH CAUSE OF ACTION:**

- 21 1. For civil penalties pursuant to Labor Code §2699(f) for all violations set forth
22 by this cause of action; and
23 2. For attorney fees and costs reasonably incurred, in accordance with Labor
24 Code §2699(g).
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1 **ON THE SEVENTH CAUSE OF ACTION:**

- 2 1. For civil penalties pursuant to Labor Code §2699(f) for all violations set forth
3 by this cause of action; and
4 2. For attorney fees and costs, in accordance with Labor Code §2699(g).

5
6 **ON THE EIGHTH CAUSE OF ACTION:**

- 7 1. For the civil penalties set forth in California Labor Code 2699(f) for all violations
8 set forth by this cause of action; and
9 2. For attorney fees and costs incurred, pursuant to Labor Code §2699(g).

10
11 **ON THE NINTH CAUSE OF ACTION:**

- 12 1. For the civil penalties set forth in California Labor Code §1174.5 for all violations
13 set forth by this cause of action; and
14 2. For attorney fees and costs incurred, pursuant to Labor Code §2699(g).

15
16 **ON THE TENTH CAUSE OF ACTION:**

- 17 1. For all recovery that may be obtained under PAGA as set forth in California Labor
18 Code §1194 for all violations set forth by this cause of action;
19 2. For all recovery that may be obtained under PAGA as set forth in Labor Code
20 §1194.2 for all violations set forth by this cause of action;
21 3. For all recovery that may be obtained under PAGA as set forth in Labor Code
22 §1197.1 for all violations set forth by this cause of action;
23 4. For all recovery that may be obtained under PAGA as set forth in Labor Code
24 §1199 for all violations set forth by this cause of action; and
25 5. For attorney fees and costs incurred, pursuant to Labor Code §2699(g).

1 **ON THE ELEVENTH CAUSE OF ACTION:**

- 2 1. For the civil penalty described in Paragraph 20 of the applicable Wage Order;
3 2. For the civil penalties described in Labor Code §558; and
4 3. For attorney fees and costs reasonably incurred, in accordance with Labor Code
5 §§218.5, 1194, 2699(g)(1) and California Code of Civil Procedure §1021.5.

6
7 **ON ALL CAUSES OF ACTION:**

- 8 1. For costs of suit, to the extent not otherwise prayed for above;
9 2. For attorney fees to the extent not otherwise prayed for above;
10 3. For interest on amounts recoverable; and
11 4. For such other and further relief as this Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

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14 Plaintiff hereby demands a jury trial.

15
16 DATED: December 3, 2021

THE GRAVES FIRM

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18 By: 

19 ALLEN GRAVES

20 Attorney for Plaintiff
21 Malachi Maynard
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