

ACKERMANN & TILAJEF, P.C.

Craig J. Ackermann (SBN 229832)

cja@ackermanntilajef.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 277-0614

Facsimile: (310) 277-0635

Assigned for all Purposes

LAW OFFICE OF TATIANA HERNANDEZ, P.C.

Tatiana Hernandez, Esq. (SBN 255322)

tatiana@thlawpc.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (213) 909-1248

Facsimile: (310) 388-0639

Judge William Cluster

CX-104

Attorneys for Plaintiff Michael Carda, on behalf of himself, the LWDA, and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MICHAEL CARDA, on behalf of himself, the
LWDA, and all other aggrieved employees,

CASE NO.: 30-2022-01242108-CU-OE-CXC

PLAINTIFF,

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF THE CALIFORNIA
PRIVATE ATTORNEYS' GENERAL ACT
OF 2004, CALIFORNIA LABOR CODE §
2698 et seq.**

vs.

J&J SERVICES, INC., a corporation of
unknown origin; DEPUY SYNTHES SALES,
INC., a Massachusetts corporation, and DOES 1
to 50, inclusive,

DEFENDANTS.

1 Plaintiff MICHAEL CARDA ("PLAINTIFF"), on behalf of himself and all other aggrieved
2 employees, alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved employees of
5 Defendants J&J SERVICES, INC. ("JOHNSON") and DEPUY SYNTHES SALES, INC. ("DEPUY")
6 (collectively "DEFENDANTS") to recover civil penalties arising from unpaid wages earned and due,
7 including but not limited to unpaid minimum wages, failure to pay all wages due to discharged or
8 quitting employees, failure to provide accurate itemized wage statements, and failure to timely pay
9 wages during employment.

10 **THE PARTIES**

11 2. PLAINTIFF is a resident of the State of California. At all times relevant to this action,
12 PLAINTIFF was employed and/or jointly employed by DEFENDANTS in the State of California as an
13 hourly-paid employee.

14 3. DEFENDANT JOHNSON is a corporation of unknown origin headquartered in New
15 Brunswick, New Jersey. JOHNSON develops medical devices, pharmaceuticals, and consumer
16 packages goods. JOHNSON is authorized to transact and conduct business in the State of California and
17 does transact and conduct business in the State of California and the County of Orange

18 4. DEFENDANT DEPUY is a Massachusetts corporation headquartered in Raynham,
19 Massachusetts. DEPUY is a franchise of orthopedic and neurosurgery companies. DEPUY is authorized
20 to transact and conduct business in the State of California and does transact and conduct business in the
21 State of California and the County of Orange.

22 5. J & J SERVICES, INC. and DEPUY SYNTHES SALES, INC. employed and/or jointly
23 employed PLAINTIFF and other aggrieved persons in the State of California.

24 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of
25 DEFENDANTS sued herein as DOES 1 to 50, inclusive, are currently unknown to PLAINTIFF, who
26 therefore sues DEFENDANTS by such fictitious names under Code of Civil Procedure § 474.
27 PLAINTIFF is informed and believes, and based thereon alleges, that each of the DEFENDANTS
28 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to

1 herein. PLAINTIFF will seek leave of court to amend this Complaint to reflect the true names and
2 capacities of the DEFENDANTS designated hereinafter as DOES when such identities become known.

3 7. PLAINTIFF is informed and believes, and based thereon alleges, that each
4 DEFENDANT acted in all respects pertinent to this action as the agent of the other DEFENDANTS,
5 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
6 DEFENDANT are legally attributable to the other DEFENDANTS. Accordingly, all DEFENDANTS
7 engaged, suffered and permitted PLAINTIFF and all other Aggrieved Employees to perform services
8 from which they benefitted. Moreover, the aforementioned entities had the right to exercise control over
9 the wages, hours and/or working conditions over PLAINTIFF and all Aggrieved Employees at all
10 relevant times herein, so as to be considered the joint employers of all of the Aggrieved Employees. By
11 reason of their status as joint employers, they are each liable for civil penalties for violation of the
12 California Labor Code as to the PLAINTIFF and other Aggrieved Employees as set forth herein.

13 **JURISDICTION AND VENUE**

14 8. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in
16 California and regularly conducts business in the State of California.

17 9. No federal question is at issue because the claims are based exclusively on California
18 state law.

19 10. Venue is proper in this judicial district and the County of Orange, California, because
20 among other things, PLAINTIFF and the other aggrieved employees performed work for
21 DEFENDANTS in the County of Orange; DEFENDANTS maintains grounds, facilities, and offices,
22 and transacts business, in the County of Orange; DEFENDANTS' unlawful policies, procedures, and
23 practices, which are the subject of this action, were applied, at least in part, to PLAINTIFF and other
24 aggrieved employees in the County of Orange; and DEFENDANTS' unlawful acts and omissions
25 occurred in the County of Orange.

26 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

27 11. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
28 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all other hourly-paid

1 individuals who are or were employed and/or jointly employed by DEFENDANTS in California and
2 who worked at least one pay period in California at any time within the period beginning May 15, 2020
3 and ending at the time this action settles or proceeds to final judgment (the “PAGA PENALTY
4 PERIOD”).

5 12. In accordance with Labor Code Section 2699.3, on or about November 15, 2021,
6 PLAINTIFF gave written notice to the California Labor and Workforce Development Agency
7 (“LWDA”), by filing a PAGA Notice online, a copy of which was sent by certified mail to
8 DEFENDANTS notifying it of the specific provisions of the Labor Code and applicable Industrial
9 Welfare Commission (“IWC”) Wage Order(s) alleged to have been violated, including the facts and
10 theories to support the alleged violations. PLAINTIFF’S PAGA Notice was sent by certified mail to
11 DEFENDANTS on November 15, 2021.

12 13. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
13 violations within the sixty-five (65) calendar days of the postmark date of PLAINTIFF’S PAGA Notice.
14 Since PLAINTIFF has waited more than sixty-five (65) days from the postmark date of PLAINTIFF’s
15 PAGA Notice before filing this Civil Action, PLAINTIFF has complied with all the requirements set
16 forth in Labor Code Section 2699.3 to commence a representative action under the PAGA.

17 **FACTUAL ALLEGATIONS**

18 **Failure to Pay Minimum Wages**

19 **(Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4)**

20 14. Labor Code § 1197 states the California requirement that employees must be paid at least
21 the minimum wage fixed by the Commission or by any applicable state or local law, and any payment
22 of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles “any employee
23 receiving less than the legal minimum wage...to recover in a civil action the unpaid balance of the full
24 amount of this minimum wage.” The applicable Industrial Welfare Commission (“IWC”) Wage
25 Order(s), including Wage Order No. 4-2001 obligate employers to pay each employee minimum wages
26 for all hours worked.

27 15. These minimum wage standards apply to each hour employees worked for which they
28 were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an

1 employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not,
2 results in an average hourly wage above minimum wage. *Armenta v. Osmose*, 135 Cal.App.4th 314, 324
3 (2005).

4 16. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
5 PENALTY PERIOD and in violation of Labor Code Sections 1194 and 1197 and the applicable IWC
6 Wage Order(s), DEFENDANTS failed to pay PLAINTIFF and other aggrieved employees the
7 applicable minimum wages for all hours worked in a payroll period by, among other things: requiring,
8 suffering, or permitting PLAINTIFF and other aggrieved employees to work off the clock for COVID-
9 19 temperature checks before the start of their shifts, and before they "clocked in."

10 17. Although Defendants maintained a common policy and practice of requiring PLAINTIFF
11 and the aggrieved employees to undergo pre-shift COVID-19 temperature checks and to complete a
12 verbal and/or virtual questionnaire related to COVID-19 during the PAGA PERIOD, DEFENDANTS
13 failed to compensate PLAINTIFF and the other aggrieved employees for such time.

14 18. PLAINTIFF is informed and believes, and based thereon alleges, during the PAGA
15 PENALTY PERIOD, PLAINTIFF and aggrieved employees were given a temperature check by
16 DEFENDANTS, while off-the- clock and had to complete a verbal and/or virtual questionnaire related
17 to COVID-19, before being allowed to clock in for their shifts.

18 19. Employees must be paid for all "hours worked." Hours worked is "the time during which
19 an employee is subject to the control of an employer, and includes all the time the employee is suffered
20 or permitted to work, whether or not required to do so." *See* IWC Wage Order Nos. 1-2001 and 7-2001,
21 Subd. 2(G); *see also Mendiola v. CPS Security Solutions, Inc.*, 60 Cal. 4th 833 (2015). "[I]t is only
22 necessary that the worker be subject to the control of the employer in order to be entitled to
23 compensation." *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 584 (2000). An employee is under the
24 employer's control and entitled to compensation when the employer "'directs, commands or restrains'
25 an employee." *Id.* At 583 (citation omitted).

26 20. As the California Supreme Court made clear in *Morillion*, when determining whether an
27 employee's activity is under the employer's control entitling him or her to compensation, the import is
28 not whether the employer requires the activity and thus whether employees can avoid it, but the level of

1 control employers exert over employees during the activity: “The level of the employer’s control, *rather*
2 *than the mere fact that the employer requires the employees’ activity is determinative.*” *Morillion*, 22
3 Cal.4th at 587 (emphasis added).

4 21. In *Frlekin v. Apple Inc.*, the California Supreme Court reaffirmed its holding in *Morillion*
5 that “[t]he level of the employer’s control over its employees, rather than the mere fact that the employer
6 requires the employees’ activity, is determinative” concerning whether an activity is compensable under
7 the “hours worked” control clause. *Frlekin*, 8 Cal. 5th 1038, 1051 (2020) (citing *Morillion*, 22 Cal. 4th
8 at 587). In *Frlekin*, the California Supreme Court found that time employees spent undergoing bag
9 searches for security purposes at the end of their shifts was compensable. The Court reasoned its decision
10 by analyzing factors in determining whether an employer has exerted compensable control over
11 employees:

12 We also emphasize that whether an activity is required remains probative in determining whether
13 an employee is subject to the employer’s control. But, at least with regard to cases
14 involving *onsite* employer-controlled activities, the mandatory nature of an activity is not the
15 only factor to consider. We conclude that courts may and should consider additional relevant
16 factors—including, but not limited to, the location of the activity, the degree of the employer’s
control, whether the activity primarily benefits the employee or employer, and whether the
activity is enforced through disciplinary measures—when evaluating such employer-controlled
conduct.

17 *Id.* at 1056.

18 22. To be free of the employer’s control for purposes of “hours worked,” the employee must
19 be free to use his or her time “effectively for his or her own purposes.” *Morillion*, 22 Cal.4th at 583.

20 23. Here, as in *Frlekin*, DEFENDANTS’ Aggrieved Employees could not avoid
21 DEFENDANTS’ COVID-19 temperature checks and questionnaires (which took place on
22 DEFENDANTS’ premises and before they could clock in) and could not then use their time effectively
23 for their own purposes. As such, DEFENDANTS exercised compensable control over the Aggrieved
24 Employees undergoing and who underwent COVID-19 temperature checks and questionnaires, and
25 stood in line to do so, and owes wages to the Aggrieved Employees for this time. Notably, there is no
26 de minimis defense for such time. *See, Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018) (the California
27 Supreme Court held that, in light of new technologies allowing time-tracking with specificity, the de
28 minimis principle was not applicable in the context of an alleged policy requiring employees to work

1 minutes off the clock routinely); *see also*, *Frlekin*, 8 Cal.5th at 1046 (“hours work is defined as the time
2 during which an employee is subject to the control of an employer, and includes all the time the
3 employee is suffered or permitted to work, whether or not required to do so[,]” including time spent on-
4 site undergoing security checks”).

5 24. The California Department of Industrial Relations recently issued guidance that supports
6 PLAINTIFF’S claim that DEFENDANTS unlawfully failed to pay her and the Aggrieved Employees
7 for time associated with worksite temperature checks before clocking in for their shifts. See Cal. Dept.
8 of Industrial Relations, Safe Reopening FAQs for Workers and Employers (July 8, 2021), available at
9 https://www.dir.ca.gov/covid19/FAQs_COVID-19_Safe_Reopening.htm, which provides the
10 following in regard to FAQ #10 (titled “Medical Checks, Testing, and Vaccinations”):

11 **10. Q: Must my employer pay me for time spent at my employer’s worksite completing**
12 **certain medical checks (including temperature checks) before beginning a shift?**

13 A: Yes. Employers must pay workers for all hours worked, including time that a worker is under
14 the control of the employer. Employers that require their workers to complete a medical check
15 in order to begin a shift, even if it is recommended under public health orders, must compensate
16 workers for that time worked.

17 The term “hours worked” means the time during which a worker is subject to the control of an
18 employer, and includes all the time the worker is suffered or permitted to work, whether or not
19 required to do so. Under this definition, one way to determine whether time a worker spends
20 performing a task is compensable—that is, whether it is time “worked”—is whether the
21 employer exercised control over the worker by requiring the worker to perform that task.

22 If an employer requires that all workers perform a medical check (such as a temperature check)
23 onsite before beginning a shift, the time completing the medical check, including any time
24 waiting in line, would constitute time worked. This requirement applies even if such tasks were
25 performed pursuant to a state or local public health guideline, because the check is done at the
26 request and thus under the control of the employer.

27 25. The United States Department of Labor has also said that temperature checks are
28 compensable if they are “necessary” to the employee’s job.
<https://www.dol.gov/agencies/whd/flsa/pandemic>. The Department provided the following example:

For many employees, undergoing a temperature check before they begin work must be paid
because it is necessary for their jobs. For example, if a nurse who performs direct patient care
services at a hospital is required to check her temperature upon arrival at the hospital before her
shift, the time that she spends checking her temperature upon entry to the worksite is likely
compensable because such a task is necessary for her to safely and effectively perform her job
during the pandemic.

1 26. Through its policy and practice of requiring PLAINTIFF and the aggrieved employees
2 to undergo pre-shift COVID-19 temperature checks and questionnaires, DEFENDANTS violated Labor
3 Code Section 1194.

4 27. As a result of DEFENDANTS' policy and practices described above, DEFENDANTS
5 regularly failed to pay PLAINTIFF and all aggrieved employees for all hours worked in violation of
6 Labor Code Sections 1194 and 1197.

7 **Failure to Timely Pay Wages During Employment**

8 **(Labor Code § 204)**

9 28. Under Labor Code Section 204, for all labor performed between the 1st and 15th days of
10 any calendar month, DEFENDANTS are required to pay its nonexempt employees between the 16th and
11 26th day of the month during which the labor was performed. Labor Code Section 204 provides that for
12 all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are required
13 to pay its nonexempt employees between the 1st and 10th day of the following calendar month.

14 29. Labor Code Section 204 further provides that all wages earned for labor more than the
15 normal work period shall be paid no later than the payday of the next regular payroll period.

16 30. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
17 PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to timely pay PLAINTIFF and
18 other aggrieved employees all the wages for labor performed by the next regular payroll period as
19 required by Labor Code Section 204.

20 **Failure to Pay All Wages Due Upon Separation of Employment**

21 **(Labor Code §§ 201, 202, 203)**

22 31. Under Labor Code Sections 201, 202 and 203, DEFENDANTS are required to pay all
23 earned and unpaid wages to an employee who is discharged. Labor Code Section 201 provides that if
24 an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge
25 are due and payable immediately.

26 32. Under Labor Code Section 202, DEFENDANTS are required to pay all accrued wages
27 due to an employee no later than 72 hours after the employee quits, unless the employee provided 72
28 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or

1 wages at the time of quitting.

2 33. Labor Code Section 203 provides that if an employer willfully fails to pay, in accordance
3 with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the
4 employer is liable for waiting time penalties in the form of continued wages to the employee for up to
5 thirty (30) days.

6 34. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
7 PENALTY PERIOD and in violation of Labor Code Sections 201 and 202, DEFENDANTS willfully
8 failed to timely pay accrued wages and other compensation to PLAINTIFF and other aggrieved
9 employees who were discharged or who quit.

10 **Failure to Furnish Accurate Itemized Wage Statements**
11 **(Labor Code § 226(a); IWC Wage Order No. 1-2001, § 7)**

12 35. During the PAGA PENALTY PERIOD, DEFENDANTS failed and continues to fail to
13 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements
14 in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate
15 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions
16 made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of
17 the employee and only the last four digits of his or her social security number or employee identification
18 number, the name and address of the legal entity or entities employing PLAINTIFF and other aggrieved
19 employees, and all applicable hourly rates in effect during each pay period and the corresponding
20 number of hours worked at each hourly rate, in violation of Labor Code Section 226, subdivision (a)
21 and IWC Wage Order No. 1-2001, § 7.

22 36. As alleged above, PLAINTIFF is informed and believes, and based thereon alleges, that
23 during the PAGA PENALTY PERIOD, DEFENDANTS knowingly and intentionally failed to pay
24 PLAINTIFF and all aggrieved employees all minimum wages associated with off-the-clock COVID-19
25 temperature checks and corresponding questionnaires. Accordingly, all wage statements contained
26 inaccurate information as to hours worked and wages earned (since time spent on pre-shift COVID
27 temperature checks and questionnaires were never included).

28 37. As a result of DEFENDANTS' unlawful policies and practices and failure to pay all

1 earned wages, including minimum wages, DEFENDANTS knowingly and intentionally failed to
2 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements
3 in accordance with Labor Code Section 226, subdivision (a).

4 38. During the PAGA PENALTY PERIOD, PLAINTIFF and other aggrieved employees
5 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
6 statements as PLAINTIFF and other aggrieved employees could not timely and easily determine from
7 the wage statements the actual and accurate total hours worked by the employees, the gross wages
8 earned, the net wages earned, since time spent on COVID-19 temperature checks and questionnaires,
9 was always done off the clock and pre-shift.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

12 **(Labor Code §§ 2698 et seq.)**

13 **(AGAINST DEFENDANT)**

14 39. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of
15 the allegations in paragraphs 1 through 39, above.

16 40. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code Section
17 2699, subdivision (c), and a proper representative to bring a civil action on behalf of himself and other
18 current and former non-exempt employees of DEFENDANTS under the procedures specified in Labor
19 Code sections 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the
20 alleged Labor Code violations was committed against PLAINTIFF during the PAGA PENALTY
21 PERIOD.

22 41. PLAINTIFF seeks to recover civil penalties through a representative action permitted by
23 PAGA.

24 42. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover
25 civil penalties from DEFENDANTS in a representative action for the violations set forth above which
26 include, but are not limited to, violations of Labor Code Sections 201, 202, 203, 204, 210, 226,
27 subdivision (a), 1194, 1194.2, 1197, 1197.1, 1198, and 1198.

28 43. Under Labor Code Section 2699, subdivision (a), PLAINTIFF seeks civil penalties based

1 on DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
2 provided which include, but are not limited to, the following:

- 3 a. Under Labor Code Section 210, DEFENDANTS are subject to a civil penalty in the
4 amount of one hundred dollars (\$100.00) for the initial violation and two hundred
5 dollars (\$200.00) per employee for violations in subsequent pay periods for violations
6 of Labor Code Section 204;
- 7 b. Under Labor Code Section 226.3, DEFENDANTS are subject to a civil penalty in
8 the amount of two hundred and fifty dollars (\$250.00) per aggrieved employee for
9 the initial pay period where a violation occurs and one thousand dollars (\$1,000.00)
10 per aggrieved employee for violations in subsequent pay periods for violations of
11 Labor Code Section 226, subdivision (a);
- 12 c. Under Labor Code Section 558, subdivision (a), "[a]ny employer or other person
13 acting on behalf of an employer who violates, or causes to be violated, a Section of
14 this chapter or any provision regulating hours and days of work in any order of the
15 Industrial Welfare Commission," including Labor Code Sections 510 and 512, shall
16 be subject to a civil penalty, in addition to any other penalty provided by law, of fifty
17 dollars (\$50.00) for initial violations for each employee for each pay period for which
18 the employee was underpaid and one hundred dollars (\$100.00) for each subsequent
19 violation for each employee for each pay period for which the employee was
20 underpaid; and
- 21 d. Under Labor Code Section 1197.1, an employer who pays or causes to be paid to any
22 employee a wage less than the minimum fixed by an order of the commission, shall
23 be subject to a civil penalty as follows: for any initial violation that is intentionally
24 committed, one hundred dollars (\$100.00) for each underpaid employee for each pay
25 period for which the employee is underpaid; and for each subsequent violation of the
26 same offense, two hundred fifty dollars (\$250.00) for each underpaid employee for
27 each pay period for which the employee is underpaid regardless of whether or not the
28 initial violation was intentionally committed.

1 44. PLAINTIFF further seeks civil penalties based on DEFENDANTS' violations of Labor
2 Code provisions for which a civil penalty is not specifically provided. Labor Code Section 2699,
3 subdivision (f) provides that for all Labor Code violations for which a civil penalty is not specifically
4 provided, the following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved
5 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
6 employee per pay period for each subsequent violation.

7 45. PLAINTIFF seeks such civil penalties in accordance with Labor Code Section 2699,
8 subdivision (f) based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty
9 is not specifically provided, including but not limited to Labor Code Sections 201, 202, 203, 1194, 1197,
10 and 1198.

11 46. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law
12 including under Labor Code Section 2699, subdivision (g)(1).

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved employees,
15 prays for relief against DEFENDANTS, as follows:

- 16 1. For civil penalties according to proof and all penalties authorized under the PAGA
17 including under Labor Code Sections 210, 226.3, 558, 1197.1, and 2699, subdivisions
18 (a) and (f);
- 19 2. For interest at the legal rate as allowed by law including pursuant to Labor Code Sections
20 218.6, 1194, Civil Code Sections 3287, 3288, 3289, and any other applicable provision
21 providing for prejudgment interest;
- 22 3. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor
23 Code Section 2699, subdivision (g) and any other applicable provisions providing for
24 attorneys' fees and costs; and

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1 4. For such further and additional relief as allowed by law or which the Court deems just
2 and proper.

3
4 DATED: January 21, 2022

Respectfully submitted,

5 **LAW OFFICE OF TATIANA HERNANDEZ, P.C.**
6 **ACKERMANN & TILAJEF, P.C.**

7
8 By: 
9 _____
10 Tatiana Hernandez, Esq.
11 Craig J. Ackermann, Esq.
12 Attorneys for Plaintiff MICHAEL CARDIA, on behalf of
13 himself, the LWDA, and all other aggrieved employees
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