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**SUPERIOR COURT OF STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ALDEAN PARSLEY, as an individual and on
 behalf of other similarly situated employees,

Plaintiff,

vs.

SIXT RENT A CAR, LLC, a California
 corporation, and DOES 1-50, inclusive,

Defendant

Case No.: **22STCV05222**

Assigned for all purposes to:

CLASS ACTION CLAIMS

COMPLAINT FOR:

- 1. CLAIM FOR FAILURE TO PAY OVERTIME WAGES (CAL. LAB. CODE SECTION 1194; IWC WAGE ORDERS 4, 7, AND 9, SECTION 3);**
- 2. CLAIM FOR FAILURE TO PAY TIMELY WAGES (LAB. CODE § 210)**
- 3. CLAIM FOR FAILURE TO UNLAWFULLY RECEIVE WAGES (LAB. CODE § 221)**
- 4. CLAIM FOR FAILURE TO PROVIDE MEAL BREAKS (IWC WAGE ORDERS 4, 7, AND 9, SECTION 11)**
- 5. CLAIM FOR FAILURE TO PROVIDE REST PERIODS (IWC WAGE ORDERS 4, 7, AND 9, SECTION 12)**
- 6. CLAIM FOR FAILURE TO PROVIDE AND MAINTAIN**

**ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**

- 7. CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
- 8. CLAIM FOR FAILURE TO PAY
FOR NECESSARY EXPENSES
(CAL. LAB. CODE § 2802)**
- 9. UNLAWFUL BUSINESS
PRACTICES UNDER (BUS. AND
PROF. CODE, § 17200, ET SEQ.**

[JURY DEMAND]

1 Plaintiff Aldean Parsley (“Plaintiff” or “Mr. Parsley”) makes the following allegations
2 against Defendant Sixt Rent A Car, LLC (“Sixt”) (referred to herein as “Defendant” or
3 “Defendants”):

4 **INTRODUCTION**

5 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
6 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
7 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
8 this complaint through the date of signed order certifying the class in this action.

9 2. Defendants violated California law by preventing Class Members and Subclass
10 Members from providing lawful minimum wages, overtime wages, rest breaks, meal breaks,
11 accurate itemized wage statements and unreimbursed business expenses.

12 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
13 Members seek unpaid minimum wages, overtime wages, premium wages for missed meal
14 breaks, rest breaks, wages, inaccurate itemized wage statements and unreimbursed business
15 expenses. Statutory penalties, restitution, declaratory and injunctive relief, attorneys’ fees and
16 costs, prejudgment interest and other relief under California Industrial Welfare Commission
17 (I.W.C.) Wage Order 4-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 4-2001”), ,
18 Wage Order 7-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 7-2001”), Wage Order
19 9-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 9-2001”), and California Labor Code
20 (Labor Code”) sections 203, 210, 221, 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558,
21 1194, 1198, 2902, California Code of Civil Procedure section 1021.5, California Business and
22 Professions Code sections 17200 et seq. (“UCL”), and California common law.

23 4. The “Class Period” is designated as the time from four years from the date of filing tis
24 Complaint through the date of signed order certifying the class in this action through the trial
25 of this action based upon the allegation that the violations of the Labor Code and UCL, as
26 described more fully below, have been ongoing since at least four years prior to the date of the
27 instant Complaint in this action and are continuing.

1 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
2 provide (1) Plaintiff, Class and Subclass Members with adequate off-duty meal periods at least
3 one half hour every five hours worked; (2) Plaintiff, Class and Subclass Members failing to
4 provide them with adequate legally compliant duty free rest periods of ten minutes every four
5 hours worked or a majority fraction thereof; (3) Plaintiff, Class and Subclass Members with
6 minimum wage or overtime compensation for all hours worked and subject to the Defendants
7 control; (4) Plaintiff, Class and Subclass Members with entitled wages on a timely basis each
8 pay period and end of employment; (5) knowingly and intentionally failing to furnish timely
9 itemized statements accurately showing the total hours worked by or hourly rate paid and other
10 requirements to Plaintiff, Class Members and Subclass Members; and (6) Plaintiff, Class and
11 Subclass Members failing to reimburse for business expenses.

12 6. During the Class Period, Defendants failed to provide Class Members and Subclass
13 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
14 day worked as required by Labor Code sections section 226.7, Wage Order No. 4-2001, Wage
15 Order No. 7-2001, and Wage Order No. 9-2001.

16 7. During the Class Period, Defendants have failed to provide Class Members and
17 Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4)
18 hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage
19 Order No. 4-2001, Wage Order No. 7-2001, and Wage Order No. 9-2001.

20 8. During the Class Period, Defendants have failed to provide Class Members and
21 Subclass Members with all minimum wages and overtime wages for all hours worked and/or
22 subject to Defendants' control as required by Labor Code sections 210, 221, 510, 1194, Wage
23 Order No. 4-2001, Wage Order No. 7-2001, and Wage Order No. 9-2001.

24 9. During the Class Period, Defendants have failed to provide Class Members and
25 Subclass Members with accurate itemized wage statements as required by Labor Code section
26 226 (a) and 226.3.

1 10. During the Class Period, Defendants have failed to reimburse Class Members and
2 Subclass Members for business expenses incurred for purposes of performing work for
3 Defendant.

4 11. Accordingly, Defendants violated UCL, with the violations of the California wage and
5 hour laws described above.

6 12. During the Class Period, Defendants have failed to provide Class Members and
7 Subclass Members with all wages upon termination as required by Labor Code sections 201,
8 202, 203, and 204.

9 13. During the Class Period, Defendants have failed to provide Class Members and
10 Subclass Members with all wages for all hours worked as required by Labor Code sections 510
11 and 1194 and applicable Wage Orders.

12 14. Accordingly, Defendants violated UCL, with the violations of the California wage and
13 hour laws described above.

14 **GENERAL ALLEGATIONS**

15 **Parties and Venue.**

16 15. Plaintiff Mr. Parsley is, and at all relevant times was, a citizen and resident of Los
17 Angeles County in the State of California.

18 16. Plaintiff is informed and believes and on that basis alleges that at all relevant times
19 Defendant Sixt Rent A Car, LLC (“Sixt” or “Defendant”) is a California corporation doing
20 business in the State of California with a principal place of business located at 1501 NW 49th
21 St., Ste. 100, Fort Lauderdale, FL 33309.

22 17. In light of the facts that the wrongful acts of this defendant occurred and the causes
23 against them arose in Los Angeles County, State of California, jurisdiction and venue is proper
24 in Los Angeles County Superior Court.

25 **Doe Allegations.**

26 18. Plaintiff does not presently know the true names and capacities of defendant named as
27 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
28 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are

1 informed and believes and on that basis alleges that each of the fictitious defendants have
2 participated in the acts alleged in this complaint to have been done by the named defendants.

3 **Vicarious Liability.**

4 19. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
5 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
6 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
7 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
8 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
9 wrongful activities of each of the remaining defendants.

10 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

11 20. Mr. Parsley worked as a non-exempt employee at Defendants. As a nonexempt
12 employee, Mr. Parsley worked in a rental car store and had general laborer duties as assigned by
13 Defendants.

14 **Defendants Did Not Compensate Employees for Work Time or at End of Employment**

15 21. Plaintiff and other aggrieved employees were not compensated at the correct regular rate
16 incorporating bonus payments into the rate paid out for premium wages and overtime wages.
17 Defendants implemented this policy, practice and pattern where Plaintiff, Class and Subclass
18 Members premium wages and overtime wages did not incorporate the correct regular rate of
19 compensation. These wages amounted to minimum wages or overtime wages that were not paid
20 during employment or at the end of employment.

21 22. Plaintiff is informed and on that basis believes that all other Class and Subclass Members
22 of Defendants were under the same circumstances and conditions of employment as them.
23 Specifically, all other similarly situated employees premium wages and overtime wages did not
24 incorporate the correct regular rate of compensation and they were not paid for this work time
25 during employment or at the end of employment.

26 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

27 23. Typically, Plaintiff would work above 4-hour work shifts at Defendants. During these
28 work shifts, Plaintiff would be required to do many work duty tasks around the business facility.

During these shifts it would be very busy where they would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than five or six-hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, on-premises, interrupted, or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late, on-premises or interrupted meal breaks or rest periods throughout their employment nor were they paid all of their premium wages for the missed, short, late, on-premises, or interrupted meal breaks and rest periods that should have been paid.

24. Plaintiff is informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six-hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, on-premises, interrupted or no 10-minute rest breaks or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate the other employees for all of their missed, on-premises, short, late or interrupted meal breaks or rest periods throughout their employment nor were they paid all of his premium wages for the missed, short, on-premises, late or interrupted meal breaks and rest periods that should have been paid. Defendants would not compensate the other employees for all of their missed, short, on-premises, late or interrupted meal breaks or rest periods throughout their employment nor were they paid all of their premium wages for the missed, on-premises, short, late or interrupted meal breaks and rest periods that should have been paid.

Defendants Provided Inaccurate Wage Statements

25. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect their applicable total hours worked, net wages earned, gross wages earned, name and address of

1 the legal entity employer and actual applicable wage rate all in violation of California Labor
2 Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants either did not
3 provide any paystubs or excluded the hours worth of work, gross and net wages earned that
4 should have been reflected on their paystubs for off-the-clock work time during meal and rest
5 periods or on-call and on-premises meal or rest breaks, or off-the-clock work for time spent
6 working but not compensated for. Furthermore, Defendant failed to include the full name and
7 address of the legal entity that employed Plaintiff, Class and Subclass. Therefore, their paystubs
8 did not accurately reflect the total hours worked, net wages earned, gross wages earned,
9 accurately depict deductions that should have been taken out and actual applicable wage rate
10 corresponding with the total hours worked as well as the name and address of the legal entity that
11 employed Plaintiff, Class and Subclass.

12 26. Plaintiff is informed and on that basis believes that all other similarly situated employees
13 of Defendants were under the same circumstances and conditions of employment as them.
14 Specifically, all other similarly situated employees were not provided with accurate itemized
15 wages statements and received paystubs that did not reflect their applicable total hours worked,
16 gross wages earned, net wages earned, depict deductions, and actual applicable wage rates
17 corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of
18 work on their paystubs or the actual applicable wage rate corresponding with the total hours
19 worked.

20 **Defendants Failure to Reimburse for Necessary Business Expenses**

21 27. Defendants pressured, encouraged and required Plaintiff, Class Members, Subclass
22 Members and similarly situated employees to use their personal cell phones to perform work
23 related tasks around Defendant's facilities. Plaintiff, Class Members, Subclass Members and
24 similarly situated employees were told to provide their own phones for the job. Defendant did
25 not reimburse for pressuring, encouraging and requiring its workers to use their personal cell
26 phones. Defendants did not reimburse for the costs of the use of personal cellphones.

1 **CLASS ACTION ALLEGATIONS**

2 28. This action is maintainable as a representative action pursuant to California Code of Civil
3 Procedure section 382 as to violations of Wage Order No. 4-2001, Wage Order No. 7-2001,
4 Wage Order No. 9-2001, applicable California Labor Code and UCL, minimum wage violations,
5 overtime wage violations, failure to pay violations, meal and rest break violations, failure to
6 furnish timely, failure to reimburse, itemized wage statements, and attorneys' fees and costs.
7 Plaintiff is representatives of other Class Members and Subclass Members and is acting on
8 behalf of their interests. The similarly situated employees are known to Defendants and are
9 readily identifiable and locatable through Defendants own employment records. The Class that
10 Plaintiff seeks to represent is defined as follows:

11 All individuals in California whom worked as non-exempt employees for Sixt at
12 any time from four years of the date of the filing of this Complaint through the
13 date of signed order certifying the class.

14 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

15 All individuals in California whom worked as non-exempt employees for Sixt at
16 any time from three years of the date of the filing of this Complaint through the
17 date of signed order certifying the class.

18 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

19 All individuals in California whom worked as non-exempt employees for Sixt at
20 any time from one year of the date of the filing of this Complaint through the date
21 of signed order certifying the class.

22 The Subclass 3 that Plaintiff seek to represent is defined as follows:

23 All individuals in California whom worked as non-exempt employees for Sixt
24 whom were issued wage statements that failed to comply with California Labor
25 Code section 226(a) at any time from one year of the date of the filing of this
26 Complaint through the date of signed order certifying the class.
27
28

1 The Subclass 4 that Plaintiff seek to represent is defined as follows:

2 All individuals in California whom worked as non-exempt employees for Sixt at
3 any time from four years of the date of the filing of this Complaint through the
4 date of signed order certifying the class that worked any shift more than 5 hours
5 but less than 6 hours and did not receive a legally compliant thirty-minute
uninterrupted first meal break and not paid a premium wage.

6 The Subclass 5 that Plaintiff seek to represent is defined as follows:

7 All individuals in California whom worked as non-exempt employees for Sixt at
8 any time from four years of the date of the filing of this Complaint through the
9 date of signed order certifying the class that worked any shift more than 6 hours
10 and did not receive a legally compliant thirty-minute uninterrupted first meal
break and not paid a premium wage.

11 The Subclass 6 that Plaintiff seek to represent is defined as follows:

12 All individuals in California whom worked as non-exempt employees for Sixt at
13 any time from four years of the date of the filing of this Complaint through the
14 date of signed order certifying the class that worked any shift more than 10 hours
15 and did not receive all legally compliant thirty-minute uninterrupted second meal
break and not paid a premium wage.

16 The Subclass 7 that Plaintiff seek to represent is defined as follows:

17 All individuals in California whom worked as non-exempt employees for Sixt at
18 any time from four years of the date of the filing of this Complaint through the
19 date of signed order certifying the class that worked any shift more than 3 and a
20 half hours and did not receive a legally compliant ten-minute uninterrupted first
21 rest break and not paid a premium wage.

22 The Subclass 8 that Plaintiff seek to represent is defined as follows:

23 All individuals in California whom worked as non-exempt employees for Sixt at
24 any time from four years of the date of the filing of this Complaint through the
25 date of signed order certifying the class that worked any shift more than 6 hours
26 and did not receive a legally compliant second ten-minute uninterrupted second
27 rest break and not paid a premium wage.
28

1 The Subclass 9 that Plaintiff seek to represent is defined as follows:

2 All individuals in California whom worked as non-exempt employees for Sixt at
3 any time from four years year prior to the date of filing of this action through the
4 date of signed order certifying the class and subjected to policies, procedures, or
5 practices of having to use their personal cell phone for work purposes without
6 reimbursement.

7 The Subclass 10 that Plaintiff seek to represent is defined as follows:

8 All individuals in California whom worked as non-exempt employees for Sixt at
9 any time from three years year prior to the date of filing of this action through the
10 date of signed order certifying the class and subjected to policies, procedures, or
11 practices of having to use their personal cell phone for work purposes without
12 reimbursement.

13 The Subclass 11 that Plaintiff seek to represent is defined as follows:

14 All individuals in California whom worked as non-exempt employees for Sixt not
15 timely paid all entitled wages from four years of the date of the filing of this
16 Complaint through the date of signed order certifying the class.

17 The Subclass 12 that Plaintiff seek to represent is defined as follows:

18 All individuals in California whom worked as non-exempt employees for Sixt not
19 timely paid all entitled wages from three years of the date of the filing of this
20 Complaint through the date of signed order certifying the class.

21 The Subclass 13 that Plaintiff seek to represent is defined as follows:

22 All individuals in California whom worked as non-exempt employees for Sixt not
23 timely paid all entitled wages upon termination, resignation or end of employment
24 from four years of the date of the filing of this Complaint through the date of
25 signed order certifying the class.

26 The Subclass 14 that Plaintiff seek to represent is defined as follows:

27 All individuals in California whom worked as non-exempt employees for Sixt not
28 timely paid all entitled wages upon termination, resignation or end of employment
from three years of the date of the filing of this Complaint through the date of
signed order certifying the class.

1 The Subclass 15 that Plaintiff seek to represent is defined as follows:

2 All individuals in California whom worked as non-exempt employees for Sixt not
3 timely paid correct regular rates for overtime wages from four years of the date of
the filing of this Complaint through the date of signed order certifying the class.

4 The Subclass 16 that Plaintiff seek to represent is defined as follows:

5 All individuals in California whom worked as non-exempt employees for Sixt not
6 timely paid correct regular rates for overtime wages from three years of the date
7 of the filing of this Complaint through the date of signed order certifying the
8 class.

9 The Subclass 17 that Plaintiff seek to represent is defined as follows:

10 All individuals in California whom worked as non-exempt employees for Sixt not
11 timely paid correct regular rates for premium wages for meal break violations
12 from four years of the date of the filing of this Complaint through the date of
signed order certifying the class.

13 The Subclass 18 that Plaintiff seek to represent is defined as follows:

14 All individuals in California whom worked as non-exempt employees for Sixt not
15 timely paid correct regular rates for premium wages for meal break violations
16 from three years of the date of the filing of this Complaint through the date of
signed order certifying the class.

17 The Subclass 19 that Plaintiff seek to represent is defined as follows:

18 All individuals in California whom worked as non-exempt employees for Sixt not
19 timely paid correct regular rates for premium wages for rest break violations from
20 four years of the date of the filing of this Complaint through the date of signed
order certifying the class.

21 The Subclass 20 that Plaintiff seek to represent is defined as follows:

22 All individuals in California whom worked as non-exempt employees for Sixt not
23 timely paid correct regular rates for premium wages for rest break violations from
24 three years of the date of the filing of this Complaint through the date of signed
25 order certifying the class.

26 29. The individuals included within the alleged Class and Subclass are over one hundred
27 (100) and is so numerous that joinder of each of them would be impracticable, and the
28 disposition of their claims in a class action, rather than in numerous individual actions, will

benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 20 shall be collectively referred to herein as “Subclass”.

30. Among the proposed Class and Subclass there is a well-defined community of interest in the questions of law and/or fact involved, affecting the Class Members and Subclass Members, These common questions include, but are not limited to:

- a. Whether Defendants failure to compensate minimum wages to all Class Members and Subclass Members for all hours worked violates Labor Code sections 210, 221, 510, 1194 and Wage Order 4-2001; Wage Order 7-2001; and Wage Order 9-2001;
- b. Whether Defendants failure to compensate overtime wages to all Class Members and Subclass Members for all hours worked violates Labor Code sections 210, 221, 510, 1194 and Wage Order 4-2001; Wage Order 7-2001; and Wage Order 9-2001;
- c. Whether Defendants failure to pay all Class Members and Subclass Members for all wages upon termination, resignation or end of employment violates Labor Code sections 201, 202, and 203;
- d. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order 4-2001; Wage Order 7-2001; and Wage Order 9-2001;
- e. Whether Defendants failure to provide rest periods to Class Members and Subclass Members violates Labor Code section 226.7 and Wage Order 4-2001; Wage Order 7-2001; and Wage Order 9-2001;
- f. Whether Defendants failure to keep accurate payroll records of daily hours worked violates Labor Code section 1174;
- g. Whether Defendants’ failure to provide Class Members and Subclass Members with itemized statements of wages and hours worked violates Labor Code section 226;
- h. Whether Defendants failure to reimburse for Class Members and Subclass Members for use of their personal cell phones without reimbursement violates Labor Code section 2802;

1 i. Whether Defendants various violations of the Labor Code serve as predicate
2 violations of the UCL.

3 31. Common questions of law and/or fact predominate over questions that affect only
4 individual Class Members and Subclass Members.

5 32. Plaintiff claims are typical of those belonging to the members of the Class and Subclass
6 they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to
7 represent.

8 **FIRST CAUSE OF ACTION**

9 **(Claim for Failure to Provide Overtime Wages – Lab. Code 510 and 1194, Wage Order 4,
10 7, and 9 Section 3, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

11 33. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
12 and below by reference as though set forth in full in this cause of action.

13 34. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
14 Members.

15 35. Defendants were required to compensate Plaintiff for all hours worked pursuant to
16 California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order
17 4-2001; Wage Order 7-2001; and Wage Order 9-2001 Section 3. Defendants failed to do so.
18 Plaintiff Class Members and Subclass Members are entitled to overtime wages and correct
19 regular overtime rates and civil penalties as a consequence of this failure.

20 36. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for
21 all of the overtime wages they are entitled to pursuant to California Labor Code sections 510 and
22 1194 and Industrial Welfare Commission Wage Order 4-2001; Wage Order 7-2001; and Wage
23 Order 9-2001 Section 3. It failed to do so. Plaintiff, Class Members and Subclass Members are
24 entitled to civil penalties and owed wages as a consequence of this failure.

25 37. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
26 Subclass Members have suffered and continues to suffer substantial losses related to the use and
27 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
28 in seeking to compel Defendants to fully perform its obligation under state law, all to their

1 respective damage in amounts according to proof at trial and within the jurisdictional limitations
2 of this Court.

3 38. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages
4 available pursuant to the Labor Code, Industrial Welfare Commission Wage Order 4-2001;
5 Wage Order 7-2001; and Wage Order 9-2001 Section 3, and an award of reasonable attorney's
6 fees and costs. The exact amount of the applicable penalties is an amount to be shown according
7 to proof at trial.

8 **SECOND CAUSE OF ACTION**

9 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

10 39. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
11 above and below by reference as though set forth in full in this cause of action.

12 40. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
13 employee.

14 41. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
15 Members.

16 42. Defendant failed to pay Plaintiffs, Class Members and Subclass Members wages as
17 required by California Labor Code section 210. As a result, Defendants are liable to Plaintiff,
18 Class Members and Subclass Members, plus reasonable attorney's fees and costs of suit.

19 43. Plaintiffs, on behalf of itself, Class Members and Subclass Members, also request relief
20 as described below.

21 44. The exact amount of the applicable damages is an amount to be shown according to proof
22 at trial.

23 **THIRD CAUSE OF ACTION**

24 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 221 by Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

25 45. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
26 above and below by reference as though set forth in full in this cause of action.

27 46. Pursuant to Labor Code section 221, it shall be unlawful for any employer to collect or
28 receive from an employee any part of wages theretofore paid by said employer to said employee.

1 47. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
2 Members.

3 48. Defendant failed to pay Plaintiff, Class Members and Subclass Members their entitled
4 wages. As a result, Defendants are liable to former employee Plaintiff, Class Members and
5 Subclass Members wages, plus reasonable attorney's fees and costs of suit.

6 49. Plaintiff, on behalf of itself and Class Members, Subclass Members, also request relief as
7 described below.

8 50. The exact amount of the applicable damages is an amount to be shown according to proof
9 at trial.

10 **FOURTH CAUSE OF ACTION**

11 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 4, 7,
12 and 9 Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

13 51. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
14 and below by reference as though set forth in full in this cause of action.

15 52. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
16 Members.

17 53. Defendants were required to authorize and permit Plaintiff and Class Members and
18 Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission
19 Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 11(A), and Labor Code
20 sections 226.7 and 512. Defendants failed to do so by not allowing such uninterrupted meal
21 breaks. Plaintiff Class Members and Subclass Members are entitled to premium wages, correct
22 regular rate for premium wages and civil penalties as a consequence of this failure.

23 54. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
24 employees one (1) hour of pay at their regular rate of compensation for each workday that the
25 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226.7,
26 and 512, Industrial Welfare Commission Wage Order 4-2001; Wage Order 7-2001; and Wage
27 Order 9-2001 Section 11(B). It failed to do so. Plaintiff, Class Members and Subclass Members
28 are entitled to civil penalties and owed wages as a consequence of this failure.

1 55. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
2 Subclass Members have suffered and continues to suffer substantial losses related to the use and
3 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
4 in seeking to compel Defendants to fully perform its obligation under state law, all to their
5 respective damage in amounts according to proof at trial and within the jurisdictional limitations
6 of this Court.

7 56. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
8 available pursuant to the Labor Code, Wage Orders 4, 7, and 9 and an award of reasonable
9 attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown
10 according to proof at trial.

11 **FIFTH CAUSE OF ACTION**

12 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Order 4, 7, and 9
Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

13 57. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
14 and below by reference as though set forth in full in this cause of action.

15 58. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
16 Members.

17 59. Defendants were required to authorize and permit employees to take uninterrupted rest
18 periods pursuant to Industrial Welfare Commission Wage Order 4-2001; Wage Order 7-2001;
19 Wage Order 9-2001 Section 12(A) and Labor Code sections 226.7 and 512. It failed to do so by
20 not allowing such uninterrupted rest periods. Plaintiff, Class Members and Subclass Members
21 are entitled to owed wages, correct regular rate for premium wages and civil penalties as a
22 consequence of this failure.

23 60. Defendants were required to pay the employees one (1) hour of pay at their regular rate of
24 compensation for each workday that the legally compliant rest period is not provided, pursuant to
25 Industrial Welfare Commission Wage Order 4-2001; Wage Order 7-2001; and Wage Order 9-
26 2001 Section 12(B). Defendants failed to do so by not allowing such interrupted rest periods.
27 Plaintiff are entitled to civil penalties as a consequence of this failure.
28

61. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

62. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass Members seek all civil penalties and owed wages available pursuant to the Labor Code and Wage Order 4-2001, Wage Order 7-2001, Wage Order 9-2001, and an award of reasonable attorney's fees and costs.

SIXTH CAUSE OF ACTION

(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

63. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

64. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass Members.

65. Labor Code section 226(a) requires An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only the last four digits of his or her 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

1 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
2 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
3 during the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
5 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
6 assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the
7 time of each payment of wages furnish each employee, either as a detachable part of the check,
8 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
9 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
10 (3) the name of the employee or the employee's social security number; and (4) the name of the
11 employer, provided all deductions made on written orders of the employee may be aggregated
12 and shown as one item."

13 66. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
14 Subclass Members with timely and accurate wage and hour statements showing gross wages
15 earned, total hours worked, all deductions made, net wages earned, all applicable hourly rates in
16 effect during each pay period, full name and legal entity of the employer and the corresponding
17 number of hours worked at each hourly rate by them and Class Members and Subclass Members.

18 67. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
19 intentional failure to provide them with accurate the wage and hour statements required by law,
20 which injury shall exceed the jurisdictional minimums of the superior court.

21 **SEVENTH CAUSE OF ACTION**

22 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by**
23 **Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-**
24 **50)**

25 68. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
26 above and below by reference as though set forth in full in this cause of action.

27 69. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages
28 owed to an employee who is either discharged or quits.

1 70. Plaintiff brings this claim on behalf of themselves, the Class Members and Subclass
2 Members.

3 71. Defendant failed to pay Class Members who are no longer employed by Defendant
4 compensation due upon termination as required by California Labor Code section 201 and 202.
5 As a result, Defendants are liable to former employee Class Members waiting time penalties
6 provided under California Labor Code section 203, plus reasonable attorney's fees and costs of
7 suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's failure to
8 compensate Plaintiff for correct regular rates, premium wages, overtime time and hours worked
9 in violation of Labor Code section 203.

10 72. Plaintiff, on behalf of itself and Class Members, also request relief as described below.

11 73. The exact amount of the applicable damages is an amount to be shown according to proof
12 at trial.

13 **EIGHTH CAUSE OF ACTION**

14 **(Claim For Failure to Reimburse Plaintiff for All Necessary Expenses Per Lab. Code §§
2802, 2804 Plaintiff, Class and Subclass Against All)**

15 74. Plaintiff hereby incorporates all of the allegations set for in each of the paragraphs above
16 and below by reference as though set forth in full in this cause of action.

17 75. Plaintiff brings this claim on behalf of itself, the Class Members and Subclass Members.

18 76. Plaintiff, Class Members and Subclass Members were non-exempt employees of
19 Defendant. In the course of their employment, Plaintiff, Class Members and Subclass Members
20 were not reimbursed for expenses arising in the course and scope of their services. These
21 expenses included but not limited to personal cell phone use.

22 77. Plaintiff, Class Members and Subclass Members were not exempt employees and entitled
23 to the protections of IWC Order 4-2001, IWC Order 7-2011, (Title 8 of the California Code of
24 Regulations § 11090), and California Labor Code § 200, 500, 1194, 1197, and 1198).

25 78. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
26 2802 which states that "an employer shall indemnify his or her employees for all necessary
27 expenditures or losses incurred by the employee indirect consequence of the discharge of his
28 duties, or of his obedience to the directions of the employer."

1 79. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
2 2804 which states that “any contract or agreement, express or implied, made by any employee to
3 waive the benefits of this article or any part thereof, is null and void, and this article shall not
4 deprive any employee or his personal representative of any right or remedy to which he is
5 entitled under the laws of this State.”

6 80. As a proximate result of Defendant’s policies in violation of Labor Code §§ 2802 and
7 2804, Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be
8 shown according to proof to be in excess of the jurisdictional minimum of this Court.

9 81. Plaintiff is entitled to expenses, attorney’s fees. Interest, and costs of suit pursuant to
10 Labor Code § 2802(c) for bringing this action.

11 82. Pursuant to Labor Code § 2802(b), in any action brought for the reimbursement of
12 necessary expenditures under this section shall carry interest at the same rate as judgment in civil
13 actions. Interest shall accrue from the date on which the employee incurred the necessary
14 expenditure. Plaintiff, Class Members and Subclass Members are entitled to said interest.

15 83. Plaintiff, Class Members and Subclass Members are entitled to reimbursement for
16 expenses in connection to personal cell phone use, attorney’s fees, interest, and costs of suit
17 pursuant to Labor code § 2802 for bringing this action.

18 **NINTH CAUSE OF ACTION**

19 **(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)**
20 **By Plaintiffs, Class and Subclass Against All Defendants and DOES 1-50)**

21 84. Plaintiffs hereby incorporates all of the allegations set forth in each of the paragraphs
22 above and below by reference as though set forth in full in this cause of action.

23 85. Business & Professions Code section 17200 states “As used in this chapter, unfair
24 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
25 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
26 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
27 Code.”

28 86. Through Defendants’ conduct during the applicable statutory period including, but not
limited to, the conduct alleged herein, including that alleged on information and belief, the

1 defendant has engaged in business practices in California by practicing, employing, and utilizing,
2 the employment practices outlined in the preceding paragraphs all in violation of California law
3 and the applicable Industrial Welfare Commission Wage Order. Defendants' use of such
4 practices constitutes an unfair business practice, unfair competition, and provides an unfair
5 advantage over Defendants' competitors doing business in the State of California that comply
6 with their obligations to properly provide employment conditions in compliance with the law and
7 pay employees for all earned wages and compensation as required by law.

8 87. Defendants' violations of the California Civil Code, Labor Code and the applicable Wage
9 Order and their scheme to lower payroll costs as alleged herein constitute unlawful business
10 practices because these actions were done in a systematic manner over a period of time to the
11 detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years
12 preceding the filing of this complaint and include, but are not limited to, failure to (i) include the
13 gross wages earned, total hours worked, net wages earned and applicable hourly rates into the
14 employee paystubs to allow them to ascertain the hourly rate in which they could expect to be
15 paid; (ii) maintain accurate records and provide and maintain accurate itemized wage statements
16 reflecting the amount of hours worked and applicable hourly rates; (iii) reimburse its employees
17 for incurring necessary expenses in order to perform their jobs; (iv) failure to pay timely wages
18 upon end of employment; (v) failure to pay correct rate for overtime wages and timely wages
19 each pay period. Plaintiff is informed and believes and on that basis alleges that, at all times
20 herein mentioned; (vi) failure to pay premium wages and correct regular rates for premium
21 wages reimburse for business expenses. Defendants engaged in the above-mentioned acts of
22 unlawful, deceptive, and unfair business practices prohibited by California Business and
23 Professions Code sections 17200 et seq., including those set forth in the preceding paragraph,
24 thereby depriving Plaintiff of the minimum working condition standards and conditions due,
25 including those under Labor Code and Wage Order.

26 88. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class Members,
27 Subclass Members have suffered injury in fact and lost money or property. Plaintiff, Class
28

Members, Subclass Members are entitled have been deprived of the rights to accurate and itemized wage statements, wages and benefits due including those as alleged herein.

89. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class Members, Subclass Members are entitled to seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon, which Defendants wrongfully withheld from them and retained for itself by means of its unlawful and unfair business practices.

90. Plaintiff, Class Members, Subclass Members are entitled to an injunction and other declaratory and equitable relief against such practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

91. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants is not enjoined from the conduct set forth in this Complaint, they will continue to fail to pay the wage and compensation required to be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

92. As a direct and proximate result of Defendants conduct, Defendants have received and will continue to receive monies that rightfully belong to members of the general public who have been adversely affected by Defendants' conduct, as well as to Plaintiff, Class Members, Subclass Members by virtue of any unpaid wages and other monies or penalties associated therewith.

93. Plaintiff is entitled and seeks any and all available remedies including but not limited to restitution and recovery of reasonable attorney's fees and costs pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and Subclass, prays for judgment against Defendants as follows:

- 1 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
2 Section 382, on behalf of the proposed class;
- 3 B. Class notice to all Class Members and Subclass Members in California who worked
4 for Defendants from four years prior to the filing of the original Complaint through
5 the trial of this action;
- 6 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 7 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 8 E. The Court declare Defendants' policies and/or practices of failing to provide
9 minimum wages violates California Labor Code section, 210, 221, 512 and 1194 and
10 Wage Order 4-2001; Wage Order 7-2001; and Wage Order 9-2001 Section 3 by
11 failing to provide the Class Members, Subclass Members and Aggrieved Employees
12 with minimum wages for all hours worked;
- 13 F. The Court declare Defendants' policies and/or practices of failing to provide overtime
14 wages violates California Labor Code sections, 210, 221, 512 and 1194 and Wage
15 Order 4-2001; Wage Order 7-2001; and Wage Order 9-2001 Section 3 by failing to
16 provide the Class Members, Subclass Members and Aggrieved Employees with
17 overtime wages for all hours worked;
- 18 G. The Court declare Defendants' policies and/or practices of failing to provide meal
19 periods violates California Labor Code section 226.7, and 512 and Wage Order 4-
20 2001; Wage Order 7-2001; and Wage Order 9-2001 Section 11(A) by failing to
21 provide the Class Members, Subclass Members and Aggrieved Employees with meal
22 periods of at least one-half hour in which they were relieved of all duties for every
23 five hours of work;
- 24 H. The Court declare Defendants' policies and/or practices of failing to provide rest
25 periods violates California Labor Code section 226.7 and Wage Order 4-2001; Wage
26 Order 7-2001; and Wage Order 9-2001 Section 12(A) by failing to provide the Class
27 Members, Subclass Members and Aggrieved Employees with rest periods of at least
28

ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;

I. The Court declare Defendants' policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226;

J. The Court declare Defendants' policies and/or practices of failing to keep accurate payroll records of daily hours worked for Plaintiff, Subclass Members and Class Members violates Labor Code section 1174 and 1174.5; and

K. The Court declare Defendants' policies and/or practices of failing to reimburse for unlawful business expenses for Plaintiff, Subclass Members and Class Members violates Labor Code section 2802.

First Causes of Action:

1. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code sections 510 and 1194.

2. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

3. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 510 and 1194 and/or other applicable law.

Second Causes of Action:

4. For an award of damages to Plaintiffs and the Class Members and Subclass Members pursuant to Labor Code section 210.

5. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

6. An award to Class and Subclass Representative Plaintiff, and the Class Members and

Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

Third Causes of Action:

7. For an award of damages to Plaintiffs and the Class Members and Subclass Members pursuant to Labor Code section 221.

8. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

9. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

Fourth Causes of Action:

10. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code section 226.7 (c).

11. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

12. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

Fifth Causes of Action:

13. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to Labor Code section 226.7 (c).

14. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

15. An award to Class Representative Plaintiff, and the Class Members and Subclass Members

of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

Sixth Causes of Action:

16. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant to Labor Code section 226.

17. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

18. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

Seventh Causes of Action:

19. For an award for the Plaintiff and Class Members for owed wages and penalties, plus interest pursuant to Labor Code section 203.

20. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

21. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and

22. California Code of Civil Procedure 1021.5.

Eighth Cause of Action:

23. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code section 2802 et seq.

24. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

25. An award to Class and Subclass Representative Plaintiff, and the Class Members and

Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 2802 et seq., and/or other applicable law.

Ninth Cause of Action:

26. For a temporary restraining order, a preliminary injunction, and a permanent injunction enjoining Defendants and its agents, servants and employees, and all persons acting under, in concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and business practices described in Paragraphs 84 through 93 above

27. For restitution, lost wages and penalties therewith;

28. For pre-judgment and post-judgment interest to the extent permitted by law;

29. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and

30. For such other relief as the Court deems just and proper.

As to All Causes of Action:

34. For reasonable attorneys' fees and costs incurred

35. Interest accrued to date under the California Labor Code, including under Sections 226.7;

36. For such other and further relief as this Court may deem just and proper.

Dated: February 9, 2022

Jackson APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiff Aldean Parsley

DEMAND FOR JURY TRIAL

Plaintiff Aldean Parsley demands a jury trial in the above captioned matter.

Dated: February 9, 2022

Jackson APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiff Aldean Parsley