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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

JUDY MARIE GARCIA, an individual, on
behalf of herself and all others similarly
situated; FIDEL BARRIOS, an individual, on
behalf of himself and all others similarly
situated; ELYSE ALLAHAR, on behalf of
herself and all others similarly situated

Plaintiff,

vs.

CARDINAL HEALTH, INC., an Ohio
corporation; CARDINAL HEALTH 200, LLC,
an Ohio Corporation, and DOES 1 through
100, inclusive;

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/26/2022 at 04:33:00 PM
Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

Case No. 37-2019-00068269-CU-OE-CTL

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) **FAILURE TO COMPENSATE
FOR ALL WAGES OWED;**
- (2) **WAITING-TIME PENALTIES;**
- (3) **FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS;**
- (4) **MEAL PERIOD VIOLATIONS;**
- (5) **REST PERIOD VIOLATIONS;**
- (6) **VIOLATIONS OF BUSINESS AND
PROFESSIONS CODE §§ 17200,
ET SEQ.**
- (7) **VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§
2698 ET SEQ.**

DEMAND FOR JURY TRIAL

1 Plaintiffs, JUDY MARIE GARCIA, an individual (“Garcia”), and FIDEL BARRIOS, an
2 individual (“Barrios”) (collectively “Plaintiffs”) bring this action against Defendant, CARDINAL
3 HEALTH 200, LLC, an Ohio corporation (hereinafter referred to as “Defendant” or “Cardinal
4 Health”) and DOES 1 through 100, inclusive, on behalf of themselves and all others similarly
5 situated, and alleges on information and belief as follows:

6 **I. INTRODUCTION**

7 1. Cardinal Health is a global, integrated healthcare services and products company
8 with locations throughout California and beyond. Cardinal Health specializes in distributing
9 pharmaceuticals and medical products. It is a 16-billion-dollar publicly-traded company with over
10 50,000 employees servicing more than 100,000 locations worldwide.

11 2. In California, Cardinal Health employs many non-exempt, hourly warehouse
12 employees to help get its products to its many customers. Generally, these warehouse workers work
13 with inventory, including picking, packing, and shipping medical supplies at or from Cardinal’s
14 California warehouses.

15 3. Cardinal Health systematically underpays these warehouse employees, including
16 Plaintiffs, by refusing to pay them for all hours worked. Cardinal Health also fails to pay the
17 warehouse workers all of the overtime they are due and refuses to provide all of the meal and rest
18 breaks they are entitled to under California law.

19 4. Cardinal Health routinely makes its warehouse workers perform work off-the-clock.
20 For example, workers must complete a check-in and equipment outfitting procedure at the
21 beginning of every shift, and a check-out procedure at the end of every shift. As part of this
22 procedure, for example, warehouse employees must wait in line to retrieve electronic scanners used
23 in performing their jobs. These check-in lines are frequently long, and the process often takes thirty
24 minutes or more. Then, after clocking out at the end of their shift, they must check out, including
25 by standing in line again to return their scanners. The workers cannot do their jobs without
26 completing these procedures, and they are under Cardinal Health’s control the entire time. Yet
27 Cardinal Health does not pay these warehouse employees for the time they spend checking in or
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1 the time they later spend checking out. Cardinal Health's mandatory procedures can add an hour to
2 every hard-working warehouse employee's workday, yet Cardinal Health pays them nothing for it.
3 As another example, Cardinal Health schedules shifts with 80 to 100 employees or more per shift.
4 Yet it only provides a handful of time clocks for all of these employees to clock into work. It further
5 prohibits employees from clocking in late, or clocking in more than several minutes before the start
6 of their shift. As a result, employees routinely must stand in line to clock in for work before they
7 can begin getting paid. As yet another example, Cardinal Health requires non-exempt warehouse
8 employees to undergo temperature checks for Covid before clocking in for work.

9 5. As a result of Cardinal Health's unlawful procedures, it systematically underpays
10 employees their regular wages. And because employees typically work more than eight hours in a
11 day or 40 in a week, they also lose time payable at their overtime rate. Cardinal Health's unlawful
12 policy of requiring off-the-clock work also results in incorrect wage statements which fail to
13 accurately reflect all hours worked and compensation due, among other things. The under-
14 compensation of warehouse employees also means Cardinal Health fails to pay all wages due upon
15 termination. Finally, Cardinal Health also fails to provide all required meal and rest breaks to its
16 warehouse employees.

17 6. Cardinal Health's employment practices are unfair to their employees and
18 competitors. Plaintiffs and the Class Members bring this complaint for recovery of wages, penalties,
19 and unjust gains realized by Cardinal Health. On behalf of themselves and the putative class,
20 Plaintiffs bring this action for violation of California's Labor Code, Code of Regulations, Industrial
21 Wage Commission ("IWC") Wage Orders, and California's Business & Professions Code.

22 **II. JURISDICTION AND VENUE**

23 7. The amount in controversy is sufficient to implicate the general jurisdiction of the
24 Superior Court of San Diego.

25 8. Based on information and belief, and records maintained pursuant to the California
26 Secretary of State, Venue is proper in this judicial district, pursuant to the Code of Civil Procedure
27 Sections 395 and 395.5. This Complaint is based upon material acts which occurred in San Diego
28 County.

III. THE PARTIES

9. Plaintiff Judy Garcia is an individual residing in the County of San Bernardino, California. She was employed by and worked for Defendant as a warehouse employee in the State of California, County of San Bernardino. Defendant employed Garcia from approximately June 2017 through January 2019.

10. Plaintiff Fidel Barrios is an individual residing in the County of Riverside, California. He was employed by and worked for Defendant as a warehouse employee in the State of California, County of San Bernardino. Defendant employed Garcia from approximately May 2015 through December 2017.

11. Plaintiff Elyse Allahar is an individual residing in the County of San Bernardino, California. She was employed by and worked for Defendant as a warehouse employee in the State of California, County of San Bernardino. Defendant employed Allahar from approximately November 2019 to October 2021.

12. Plaintiffs are informed and believe Cardinal Health is, and at all times mentioned was, an active corporation organized and existing under and by virtue of the laws of the State of Ohio. Cardinal Health does business in the County of San Diego and throughout California. Defendant employed Plaintiffs and Class Members during the Class Period or is otherwise liable for the causes of action set forth herein.

13. Plaintiffs do not know the true names and/or capacities, whether individual, partners, or corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason sue said Defendants under fictitious names. Plaintiffs will seek leave to amend this Complaint when the true names and capacities of these Defendants are ascertained. Plaintiffs are informed and believe and thereon allege that these Defendants are responsible in whole or in part for Plaintiffs' and Class Members' alleged damages.

14. At all times mentioned, Defendants were the agents, alter egos, servants, joint venturers, joint employers, employees, or labor contractors for each other. Defendants acted with the consent of the other Co-Defendants and acted within the course, purpose, and scope of their

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1 agency, service, contract, or employment. All conduct was ratified by Defendants, and each of
2 them.

3 **IV. CLASS ACTION ALLEGATIONS**

4 15. Pursuant to Code of Civil Procedure section 382, Plaintiffs bring this lawsuit as a
5 class action on behalf of themselves and all other similarly situated members of the Class, defined
6 below. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy,
7 predominance, and superiority requirements of class actions.

8 16. **Class Definition:** The Class is defined as follows: All current and former warehouse
9 employees employed by Cardinal Health in California (“Class” or “Class Members”).

10 17. Plaintiffs are members of this Class.

11 18. The class period extends, at a minimum, four years prior to the filing of this
12 Complaint, as extended by any applicable tolling principles or the like.

13 19. Excluded from the Class are: (1) Defendant, entities in which Defendant has a
14 controlling interest, and their legal representatives, officers, directors, assigns, and successors; and
15 (2) the judge to whom this case is assigned and any member of the judge’s immediate family.

16 20. Plaintiffs reserve the right, under California Rules of Court, Rule 3.765(b), to amend
17 or modify the Class Definition. This includes, but is not limited to, providing greater specificity or
18 dividing into subclasses.

19 21. **Numerosity:** The potential members of the Class are so numerous that joinder of
20 all members is impracticable. Plaintiffs do not yet know the identity of all Class Members but is
21 informed and believes and thereon alleges the Class is comprised of at least 500 individuals who
22 worked as warehouse employees for Defendant during just the last four years. Records maintained
23 and, in the possession, and control of Defendant or otherwise readily obtainable from third parties
24 will easily identify Class Members.

25 22. **Ascertainability:** The Class is comprised of an easily ascertainable set of persons
26 who work or worked for Defendant as warehouse employees in California. Class members can
27 easily recognize whether they belong in the class by reading the class definition above. And all the
28 names and contact information for all class members can easily be determined from the employment

1 records that Defendant maintains in the regular course of business.

2 23. **Community of Interest:** There is a well-defined community of interest among
3 Class Members, and the disposition of the claims of the Class Members in a single action will
4 provide substantial benefits to all parties and to the Court.

5 24. **Typicality:** Plaintiff's claims are typical of the Class. Like all Class Members,
6 Plaintiffs suffered the alleged violations of California law and resulting damages.

7 25. **Commonality:** Defendant's misconduct is common to all Class Members.
8 Defendant required uncompensated labor from all Class Members, failed to pay them for all hours
9 worked, and failed to provide overtime premium pay, among other things. This resulted in damages.

10 26. **Common Questions of Law and Fact:** The numerous questions of law and fact
11 common to all Class Members predominate over any questions affecting only individual Class
12 Members. These include, but are not limited to:

- 13 a. Whether Defendant failed to pay for all hours worked;
- 14 b. Whether Defendants provided adequate wage statements;
- 15 c. Whether Defendants timely provided all wages when due;
- 16 d. Whether Defendants' conduct violated the Business and Professional Code;
- 17 e. Whether the Class is entitled to equitable relief and to what extent; and
- 18 f. Whether compensatory and other types of damages should be awarded.

19 27. **Adequacy of Representation:** Plaintiffs will fairly and adequately represent and
20 protect the interests of the Class. Their counsel is experienced in prosecuting class actions. Plaintiffs
21 and their counsel are committed to vigorously prosecuting this action on behalf of the Class and
22 have the resources to do so. Neither Plaintiffs nor their counsel have any interests adverse to those
23 of the Class.

24 28. **Superiority of Class Action:** A class action is superior to all other available
25 methods for the fair and efficient adjudication of this controversy. Based on the relatively small
26 size of the individual Class claims, absent a class action, most would likely find the cost of litigating
27 their claims against Defendant to be prohibitive. The class treatment of common questions of law
28 and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves

1 the resources of the courts and the litigants and promotes consistency and
2 efficiency of adjudication. The consideration of common questions of fact and law will conserve
3 judicial resources and promote a fair and consistent resolution of these labor violations.

4 **V. GENERAL ALLEGATIONS**

5 29. Cardinal Health imposes a uniform, mandatory check-in and check-out procedure
6 on all warehouse employees and it does not pay them for this work. For example, warehouse
7 employees need to stand in line to check in and to pick up an RF scanner at the beginning of every
8 day. Warehouse employees use the scanner to scan a code placed on every warehouse item or
9 product for inventory tracking purposes before, for example, shipping the product out to a customer
10 location. Warehouse employees cannot do their jobs without the scanner.

11 30. As part of the mandatory check-in procedure, and before warehouse employees
12 clock-in, they have to wait in line at the warehouse to retrieve their scanners. Often, scanners do
13 not properly function, and in that case, the employee must get back in line to retrieve another
14 scanner before they may clock in and do the rest of their work. Then, after clocking out at the end
15 of the shift, employees must again wait in line to check out and return their scanners. These check-
16 in and check-out processes are routine to every warehouse employee's shift. These check-out and
17 check-in procedures often take thirty minutes or more each time, i.e. add an hour or more to each
18 work day. Cardinal Health retains control over the warehouse employees throughout this mandatory
19 process without compensating them for this time.

20 31. In addition, Cardinal Health routinely schedules shifts with 80 to 100 employees or
21 more per shift. Yet it only provides a handful of time clocks for all of these employees to clock
22 into work. It further prohibits employees from clocking in late, or clocking in more than several
23 minutes before the start of their shift. As a result, employees routinely must stand in line to clock
24 in for work before they can begin getting paid. Cardinal Health retains control over the warehouse
25 employees throughout this mandatory process without compensating them for this time.

26 32. In addition, Cardinal Health requires non-exempt warehouse employees to undergo
27 temperature checks for Covid screening before clocking in for work. Employees must wait in line
28 to take these temperature checks. They are not compensated for this time.

33. Cardinal Health's uniform check-out and check-in procedure results in unpaid regular and overtime wages, and failure to pay all wages owed at the time of termination. Furthermore, resulting from these unlawful practices of requiring off-the-clock work, the wage statements provided to warehouse employees fail to account for all hours worked and compensation due.

34. Cardinal Health also fails to provide all mandatory meal and rest breaks to warehouse workers. Often, but not always, this is a direct result of the check-in and check-out procedure. I.e., because the check-in and check-out procedure is mandatory, onerous, and unpaid, warehouse workers are effectively precluded from taking full uninterrupted breaks (because there is not enough time to do so and also go through the full check-in and check-out procedure).

VI. FIRST CAUSE OF ACTION
(By Plaintiffs On Behalf of The Class Members Against Defendant
For Failure to Pay all Wages Earned)

35. Plaintiffs incorporate by reference each and every allegation contained above.

36. Plaintiffs bring this claim individually and on behalf of Class Members.

37. Pursuant to Labor Code Sections 1194, 1197, and 1197.1, Defendant must compensate Plaintiffs and the Class Members for *all* hours worked at the legal minimum wage or the agreed-upon rate (whichever is higher), plus at the appropriate overtime rate for all overtime hours worked. California defines hours worked as the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work.

38. Defendant failed to fully compensate Plaintiffs and similarly situated employees as a result of its required check-in and check-out policy. This policy resulted in and continues to result in uncompensated work at the beginning and end of each work day as described above. Thus, Defendants have failed to pay and continue to fail to pay their warehouse workers the legal minimum wage or the agreed-upon rate for all hours worked.

39. Also, Plaintiffs and their fellow class members often worked overtime defined as over eight hours in a day or 40 hours in a week. But, in part because Defendant did not credit or account for all of the hours Plaintiffs and their fellow class members actually worked, Defendant also failed to pay all overtime wages actually owed to Plaintiffs and their fellow class members.

40. As a proximate result of Defendant's unlawful conduct, Plaintiffs and the Class Members sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable penalties, attorney's fees, and costs.

VII. SECOND CAUSE OF ACTION
(By Plaintiffs On Behalf of The Class Members Against Defendant
For Failure to Timely Provide Wages and Waiting-Time Penalties)

41. Plaintiffs incorporate by reference each and every allegation contained above.

42. Plaintiffs bring this claim individually and on behalf of Class Members.

43. At all relevant times, Defendant was required, under Labor Code Sections 201, 202, and 203, to timely pay Plaintiffs and their fellow class members all wages owed upon discharge (e.g. termination or quitting). To date, Defendant has refused to pay all wages owed to Plaintiffs and their colleagues for all hours actually worked. As such, Defendant has failed to comply with Sections 201, 202, and 203. Defendant's failure was willful and intentional.

44. Defendant's failure to pay all owed wages with or soon after discharge is a violation of Sections 201, 202 and 203, entitling Plaintiffs and the Class Members to recover waiting time penalties.

45. Plaintiffs and the Class Members are entitled to recover waiting time penalties and unpaid wages along with interest, applicable penalties, attorney's fees, and costs.

VIII. THIRD CAUSE OF ACTION
(By Plaintiffs On Behalf of The Class Members Against Defendant
Meal Period Violations)

46. Plaintiffs incorporate each and every allegation contained above.

47. At all relevant times, Defendant had a duty to comply with Labor Code sections 226.7, 512, and 516 and the applicable IWC Wage Orders.

48. Labor Code section 512 and the IWC Wage Orders prohibit an employer from employing any person for a work period of more than 5 hours per day without providing the employee with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work), except that if the total work period per day is no more than 6 hours, the meal period may be waived by mutual consent of the employer and employee. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours per day and must begin before

1 the employee's tenth hour of work, except if the total hours worked is no more than 12 hours, the
2 second meal period may be waived by mutual consent of the employer and employee, but only if
3 the first meal period was not waived. For all meal periods, an employer must relieve an employee
4 of all duties during meal periods.

5 49. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
6 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
7 and counted as time worked."

8 50. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
9 requiring any employee to work during a meal period mandated by any California statute,
10 regulation, standard or order. If an employer fails to provide an employee with a meal period in
11 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the
12 employer pay the employee one additional hour of pay at the employee's regular rate of
13 compensation for each workday that the meal period is noncompliant.

14 51. As a direct and proximate result of Defendant's failure to provide compliant meal
15 periods or meal period premiums to Plaintiff and Class Members in accordance with the IWC Wage
16 Orders and Labor Code sections 226.7, 512 and 516, Plaintiff and Class Members are entitled to
17 recover the full amount of unpaid meal period premiums, prejudgment interest, and statutory
18 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

19 **IX. FOURTH CAUSE OF ACTION**
20 **(By Plaintiffs On Behalf of The Class Members Against Defendant**
21 **Rest Period Violations)**

22 52. Plaintiffs incorporate each and every allegation contained above.

23 53. At all relevant times, Defendant had a duty to comply with Labor Code sections
24 226.7, and 516 and the applicable IWC Wage Orders.

25 54. Labor Code section 516 authorizes the IWC to adopt or amend protections relating
26 to meal and rest periods. The IWC Wage Orders require employers to authorize and permit all
27 employees to take 10-minute duty-free rest periods for each four hours worked (or major fraction
28 thereof).

55. If an employer fails to provide an employee with a rest period in accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is noncompliant.

56. As a direct and proximate result of Defendant's failure to provide compliant rest periods or rest period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code sections 226.7 and 516, Plaintiff and Class Members are entitled to recover the full amount of unpaid rest period premiums, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

X. FIFTH CAUSE OF ACTION
(By Plaintiffs On Behalf of The Class Members Against Defendant
For Failure to Provide Accurate Wage Statements)

57. Plaintiffs incorporate each and every allegation contained above.

58. Plaintiffs bring this claim individually and on behalf of the Class Members.

59. Under Labor Code Section 226, Employers must furnish employees with accurate, itemized wage statements at the time of payment of wages. These statements must show detailed information, including but not limited to, each hour worked, each wage rate applied, total wages earned, and hours of compensable rest and recovery periods. This ensures employees are able to determine whether or not they are being paid wages in accordance with California law.

60. Defendant knowingly and intentionally violated its duty to provide accurate wage statements by failing to provide earnings statements which accurately document hours worked and compensation due, among other shortcomings. Plaintiffs and their fellow Class Members were injured as a result. For example, Plaintiffs and their fellow class members were not aware of what their true wages should have been and how such wages were calculated, and they suffered economic loss in the form of lower wages for their labor.

61. Plaintiffs and the Class Members are entitled to and seek injunctive relief requiring Defendant to comply with Labor Code Sections 226.2, 226, and 1174, among other provisions. Plaintiffs and the Class Members are also entitled to and seek actual and statutory damages available

1 for such violations under Labor Code Sections 226.2, 226, and 1174.5, as well as interest, costs,
2 and attorneys' fees.

3 **XI. SIXTH CAUSE OF ACTION**
4 **(By Plaintiffs On Behalf of The Class Members Against Defendant**
5 **For Violations of the UCL)**

6 62. Plaintiffs incorporate each and every allegation contained above.

7 63. Plaintiffs bring this claim individually and on behalf of the Class Members.

8 64. Business & Professions Code Sections 17200, *et seq.* ("UCL") prohibits unfair
9 competition in the form of any unlawful, unfair, deceptive, or fraudulent business practice.

10 65. Defendant has committed ongoing unlawful business practices within the meaning
11 of the UCL by violating California's Labor Code as described above, including by:

12 a. Failing to pay the Class Members, including Plaintiff, for all hours worked;

13 b. Failing to pay the Class Members, including Plaintiff, wages when due; and

14 c. Failing to provide accurate wage statements to the Class Members, including
15 Plaintiff.

16 66. Plaintiffs, Class Members, and the general public have lost money or property as a
17 result of Defendant's acts of unfair competition.

18 67. Pursuant to the UCL, Plaintiffs and their fellow Class Members are entitled to
19 restitution of the money or property acquired by Defendant by means of such business practices, in
20 amounts not yet known, but to be ascertained at trial.

21 68. Pursuant to the UCL, Plaintiff, Class Members, and the general public, are also
22 entitled to injunctive relief against Defendant's ongoing continuation of such unlawful business
23 practices, including public injunctive relief.

24 69. If Defendant is not enjoined from engaging in the unlawful business practices
25 described above, Plaintiff, Class Members, and the general public will be irreparably injured. The
26 exact extent, nature, and amount of such injury is difficult to ascertain at this time.

27 70. The Class, including Plaintiffs, has no plain, speedy, and adequate remedy at law.

28 71. Defendant, if not enjoined by this Court, will continue to engage in the unlawful
business practices described above in violation of the UCL, in derogation of the rights of Plaintiffs,

1 Class Members, and of the general public.

2 72. The success of Plaintiffs and Class Members in this action will result in the
3 enforcement of important rights affecting the public interest by conferring a significant benefit upon
4 the general public.

5 73. Private enforcement of these rights is necessary as no public agency has pursued
6 enforcement. There is a financial burden incurred in pursuing this action, and it would be against
7 the interests of justice to require the payment of attorneys' fees from any recovery in this action.

8 74. Plaintiffs and Class Members are therefore entitled to an additional award of
9 attorney's fees and costs of suit pursuant to Code of Civil Procedure Section 1021.5.

10 **XII. SEVENTH CAUSE OF ACTION**
11 **(By Plaintiff Allahar On Behalf of the Aggrieved Employees**
12 **For Violations of the PAGA - Cal. Labor Code §§ 2698, *et seq.*)**

13 75. Plaintiffs incorporate by reference each and every allegation contained above as if
14 set forth here.

15 76. PAGA permits aggrieved employees, like Plaintiffs, to recover civil penalties for
16 violations of numerous Labor Code sections. (See Cal. Labor Code, § 2699.5.)

17 77. Defendant's conduct, as alleged above, violates numerous sections of the California
18 Labor Code, including, but not limited to, California Labor Code sections 201-204, 210, 225.5, 226,
19 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198 and
20 2698 *et seq.*

21 78. Pursuant to PAGA, and, in particular, California Labor Code sections 2699, 2699.3,
22 and 2699.5, Plaintiff is entitled to and hereby seeks to recover civil penalties against Defendant, in
23 addition to reasonable attorney fees and costs.

24 79. Plaintiff Elyse Allahar has complied with all administrative requirements and pre-
25 conditions contained within Labor Code section 2699.3. Plaintiff's counsel electronically
26 submitted the Initial PAGA Notice on May 23, 2022, to the Labor and Workforce Development
27 Agency ("LWDA"). A copy of the notice was also provided to Defendants. The LWDA did not

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1 indicate that it intended to investigate the allegations within the prescribed time, thereby allowing
2 Plaintiff to commence this claim.

3
4 **XIII. REQUEST FOR JURY TRIAL**

5 80. Plaintiffs hereby request a Trial by Jury.

6 **XIV. PRAYER FOR RELIEF**

7 Plaintiffs pray for judgment against Defendant, as follows:

- 8 1. For compensatory damages according to proof;
9 2. For enhanced damages, liquidated damages, premium pay, and penalties, including
10 civil penalties, as permitted under California law;
11 3. For the maximum civil penalties allowed under Cal. Labor Code §§ 2698, *et seq.*;
12 4. For meal and rest period premium pay;
13 5. For waiting-time penalties pursuant to Labor Code Section 203;
14 6. For disgorgement of all monies which Defendant has illegally gained;
15 7. For restitution according to proof at trial;
16 8. For an order enjoining Defendant from any further acts and practices which violate
17 the UCL;
18 9. For pre-judgment interest;
19 10. For costs of suit;
20 11. For attorneys' fees; and
21 12. For such other and further relief as this Court may deem just and proper.

22 Respectfully submitted:
23 DATED: August 26, 2022

GLICK LAW GROUP, PC

24 By:



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