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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

HECTOR OCHOA, individually and on behalf of
 all others similarly situated,

Plaintiffs,

vs.

E.J. LAUREN, LLC, an entity with a form
 unknown; and DOES 1 through 20, inclusive.

Defendants.

22STCV36366

**CLASS ACTION COMPLAINT FOR
 MONETARY, INJUNCTIVE, AND
 EQUITABLE RELIEF**

Jury Trial Demanded

1 **INTRODUCTION**

2 1. This case is a class action lawsuit by Plaintiff Hector Ochoa, individually and on behalf
3 of all others similarly situated, against Defendant E.J. Lauren, LLC (“Defendant”), and DOES 1 through
4 20, (collectively, “Defendants”) for their systematic Labor Code violations against all non-exempt
5 employees that worked for Defendant within the four years preceding the filing of this lawsuit through
6 the present.

7 2. Plaintiff also brings claims against Defendants under the Private Attorneys General Act,
8 to recover civil penalties for all aggrieved employees of Defendants.

9 3. Defendants jointly controlled/control and governed/govern Mr. Ochoa’s and the putative
10 Class Members’ (collectively, Mr. Ochoa and the Putative Class Members will be referred to as “Class
11 Members” throughout the Complaint) employment terms and conditions, including their wages, hours,
12 and general working conditions—via the same policies, procedures, and practices (the “Policies,
13 Procedures, and Practices”).

14 4. Defendants violated the Class Members’ rights via Policies, Procedures, and Practices.
15

16 **THE PARTIES**

17 5. Plaintiff resides in Los Angeles County, California.

18 6. Defendants do business throughout California, including in Los Angeles County,
19 California.

20 7. Plaintiff is unaware of the real names or capacities of the defendants that they have sued
21 under the fictitious names DOES 1 through 20. However, he will seek this Court’s leave to amend this
22 Complaint and serve such fictitiously named Defendants once their names and capacities become known.

23 8. Plaintiff is informed and believes that DOES 1 through 20 are or were the partners, agents,
24 owners, shareholders, managers, or employees of Defendants at all relevant times.

25 9. Plaintiff is informed and believes that every Defendant acted as the other Defendant’s
26 agent or joint employer and carried out a joint scheme, business plan, or policy accordingly. Thus, the
27 acts of each Defendant are legally attributable to the other defendant.
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10. Defendants also acted within the scope of such agency or employment or ratified every act or omission alleged by Plaintiff. Defendants also aided and abetted each and all the other Defendants' acts and omissions in proximately causing the Class Members' damages.

11. Plaintiff is informed and believes that each Defendant is intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged in this complaint.

VENUE

12. The Superior Court of California, County of Los Angeles, is the proper venue for this action because the acts giving rise to Plaintiff's claims occurred substantially in Los Angeles County. Particularly, Plaintiff was staffed by Select Staffing, Inc., located in Los Angeles, to work at Defendants' distribution warehouse.

JURISDICTION

13. The Superior Court of California, County of Los Angeles has personal jurisdiction over Defendants because they personally availed themselves of the laws of the State of California and had minimum contacts with California such that the exercise of personal jurisdiction over them would be consistent with the traditional notions of fair play and substantial justice.

BACKGROUND FACTS

14. The Class Members were non-exempt employees working at Defendants' distribution warehouse in Downey, California.

15. The Class Members regularly worked between eight to twelve hours a day, five days a week. Thus, they regularly also worked at least 40 to 60 hours a week. Consequently, the Class Members were entitled to at least: (a) two to three paid, uninterrupted, duty-free, 10-minute paid rest breaks; and (b) two, uninterrupted, duty-free, 30-minute unpaid meal periods.

16. However, via the Policies, Procedures, and Practices, Defendants failed to provide timely, uninterrupted, duty-free 30-minute meal periods and uninterrupted, duty-free, paid 10-minute rest breaks. Defendants regularly required the Class Members to be physically present at their workstations immediately upon the expiration of 10 minutes (for rest breaks) and 30 minutes (for meal periods). Defendants threatened Class Members with adverse employment action if they did not daily comply with

1 this rule. And Defendants demanded and forced compliance with the rule by regularly requiring and
2 forcing Class Members to end their rest breaks and meal periods 5 minutes (or more) earlier than the end
3 of the meal periods and rest breaks.

4 17. Moreover, the Policies, Procedures, and Practices did not include any measures for
5 providing meal period and rest break premiums to the Class Members. Consequently, the Class Members
6 were not paid premiums for the meal period and rest break violations that they regularly suffered.

7 18. Consequently, when Class Members' ended their employment with Defendants, they
8 were not paid the meal and rest break premiums owed to them. Thus, they were not paid all wages owed
9 to them upon separation of their employment.

10 19. Finally, as a result of the above unlawful Policies, Procedures, and Practices, Defendants
11 issued inaccurate wage statements to the Class Members. The wage statements inaccurately omitted the
12 meal period and rest break premiums owed to the Class Members and thus, inaccurately stated the Class
13 Members' gross and net wages.

14 20. Plaintiff is informed and believes that Defendants knew or should have known they had
15 a duty to compensate the Class Members. Defendants had the financial ability to pay such compensation
16 but willfully, knowingly, and intentionally failed to meet their obligations.

17 21. Plaintiff brings this lawsuit seeking from Defendants, for the Class Members, monetary,
18 equitable, and injunctive relief; unpaid meal period premium payments; unpaid rest period premium
19 payments; and interest, attorneys' fees, penalties, costs, and expenses.

20 **CLASS ALLEGATIONS**

21 22. Plaintiff brings this class action lawsuit under section 382 of the Code of Civil Procedure.
22 Plaintiff brings this case for herself and the other Class Members who suffered violations of the Labor
23 Code, IWC Wage Orders, and the Business and Professions Code.

24 23. Plaintiff seeks to certify a class consisting of all Class Members through the date that the
25 Court certifies this case (the "Class"). Plaintiff also seeks to certify a subclass made up of all Class
26 Members that separated their employment with Defendants within the three years preceding the filing of
27 this case through the date that the Court certifies this case (the "Waiting Time Subclass").
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1 **24.** Plaintiff reserves the right to modify or re-define the Class, establish additional subclasses
2 or modify or re-define any class or subclass definition as appropriate based on investigation, discovery,
3 and specific liability theories.

4 **25.** There are questions of law and fact common to the Class Members that predominate over
5 any questions affecting only individual members, including, whether Defendants: (a) failed to provide
6 Class Members meal periods, without compensation; (b) failed to authorize and permit the Class
7 Members to take rest breaks, without compensation; (c) failed to provide the Class Members accurate
8 itemized wage statements; (d) failed to timely pay the Waiting Time Subclass all wages due upon
9 termination or within seventy-two (72) hours of resignation; (e) acted willfully or recklessly; and (f)
10 engaged in unfair business practices violating section 17200 of the Business and Professions Code.

11 **26.** There is a well-defined community of interest in this litigation, and the proposed Class
12 and Subclass are readily ascertainable.

13 **27.** The Class Members are so numerous that the joinder of all Class Members is impractical.
14 Although the members of the entire Class and the Waiting Time Subclass are currently unknown to
15 Plaintiff, on information and belief, Plaintiff estimates that the Class consists of at least (50) individuals.
16 The identities of the Class Members are readily ascertainable by inspection of Defendants' employment
17 and payroll records.

18 **28.** The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any)
19 of the Class Members because Defendants' failure to comply with the provisions of California's wage
20 and hour laws entitled each Class Member to similar pay, benefits, and other relief. Plaintiff's injuries
21 and harm are typical of the Class Members injuries because they arise out of and are caused by
22 Defendants' common course of conduct alleged in this complaint, e.g., the Policies, Procedures, and
23 Practices.

24 **29.** Plaintiff will fairly and adequately represent and protect all Class Members' interests
25 because it is in his best interest to prosecute the claims alleged in this complaint to obtain total
26 compensation and penalties owed to the Class Members. As proposed class counsel, Plaintiff's attorneys
27 are competent and experienced in litigating large employment class actions. They are versed in the rules
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governing class action discovery, certification, and settlement. Plaintiff has incurred and will continue to incur attorneys' fees and costs that have been and will be necessary for the prosecution of this action for the Class Members' substantial benefit.

30. The nature of this case makes class action adjudication superior to other methods. As far as time, effort, and expense, a class action is more efficient than multiple separate individual lawsuits. And a class action will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Waiting Time Subclass at the same time.

31. If appropriate, the Court can fashion methods to manage this class action efficiently.

32. Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they believe their former employers might damage their reputations through negative references and other means. Class actions give the unnamed Class Members anonymity they need to protect their privacy while still allowing their rights to be vindicated.

CAUSES OF ACTION

First Cause of Action: Failure to Provide Meal Periods

(Against all Defendants)

33. Plaintiff incorporates by reference and re-alleges the preceding allegations as if he stated the allegations within this case of action.

34. Under Labor Code section 226.7, no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders. Further, under Section 11 of the applicable IWC Wage Order, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee." Also, under Labor Code section 512(a), an employer may not require, cause, or permit an employee to work for more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent

1 of both the employer and the employee. And, under Labor Code section 512(a), an employer may not
2 employ an employee for a work period of more than ten (10) hours per day without providing the
3 employee with a second meal period of not less than thirty (30) minutes, except that if the total hours
4 worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of
5 the employer and the employee only if the first meal period was not waived.

6 **35.** Via the Policies, Procedures, and Practices, Defendants failed to relieve the Class
7 Members of all duties during meal periods, failed to permit them a reasonable opportunity to take meal
8 periods, failed to relinquish control over them during meal periods, and discouraged them from taking
9 meal periods.

10 **36.** In such circumstances, Labor Code section 226.7(b) and section 11 of the applicable IWC
11 Wage Order require an employer to pay an employee one (1) additional hour of pay at the employee's
12 regular rate of compensation for each workday that the employer fails to provide a compliant meal
13 period.

14 **37.** However, Defendants failed to pay the Class Members meal period premiums for missed,
15 late, and short meal periods under Labor Code section 226.7(b) and section 11 of the applicable IWC
16 Wage Order.

17 **38.** Because Defendants failed to pay the Class Members a premium for each day they failed
18 to provide compliant meal periods, the Class Members have been deprived of earned wages.

19 **Second Cause of Action: Failure to Permit or Authorize Rest Breaks**

20 **(Against all Defendants)**

21 **39.** Plaintiff incorporates by reference and re-alleges the preceding allegations as if he stated
22 the allegations within this case of action.

23 **40.** Under Labor Code section 226.7(a), no employer shall require an employee to work
24 during any rest period mandated by the IWC Wage Orders.

25 **41.** Section 12 of the applicable IWC Wage Order states “[e]very employer shall authorize
26 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
27 work period[,]” and the “[a]uthorized rest period time shall be based on the total hours worked daily at
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1 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]" unless the total
2 daily work time is less than three and one-half (3½) hours.

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4 42. However, Defendants did not permit or authorize the Class Members to take a ten (10)
5 minute rest period for every four (4) hours, or major fraction thereof worked because, via the Policies,
6 Procedures, and Practices, Defendants: (a) failed to relieve Plaintiff and Class Members of all duties for
7 rest breaks; (b) failed to relinquish control over Plaintiff and Class Members' activities to allow for rest
8 breaks; (c) failed to permit Plaintiff and Class Members a reasonable opportunity to take uninterrupted
9 breaks; and (d) most importantly, discouraged Plaintiff and Class Members from taking rest breaks.

10 43. Labor Code section 226.7(b) and section 12 of the applicable IWC Wage Order require
11 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
12 compensation for each workday the employer fails to permit a compliant rest period.

13 44. However, Defendants failed to pay the Class Members rest break premiums for missed,
14 late, and interrupted rest breaks under Labor Code section 226.7(b) and section 12 of the applicable IWC
15 Wage Order.

16 45. Because Defendants failed to pay the Class Members a premium for each day they failed
17 to provide compliant rest breaks, the Class Members have been deprived of earned wages.

18 **Third Cause of Action: Failure to Issue Accurate Wage Statements**

19 **(Against all Defendants)**

20 46. Plaintiff incorporates by reference and re-alleges the preceding allegations as if he stated
21 the allegations within this case of action.

22 47. Labor Code section 226(a) requires Defendants to provide each employee with an
23 accurate wage statement in writing showing nine pieces of information, including the following: (1)
24 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
25 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
26 that all deductions made on written orders of the employee may be aggregated and shown as one item,
27 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
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1 of the employee and the last four digits of his or his social security number or an employee identification
2 number other than a social security number, (8) the name and address of the legal entity that is the
3 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee.

5 **48.** However, Defendants knowingly and intentionally failed to comply with Labor Code
6 section 226(a) on the Class Members' wage statements. For example, the wage statements Defendants
7 issued to the Class Members inaccurately stated the gross and net wages that they earned by omitting
8 from the total wages meal and rest premiums owed to the Class Members.

9 **49.** Because of Defendants' knowing and intentional failure to comply with Labor Code
10 section 226(a), the Class Members have suffered injury and damage to their rights because, as specified
11 by Labor Code section 226(e), Defendants' violations of section 226(a) were intentional, e.g., they
12 knowingly stated incorrect figures for hours worked, and gross and net wages, and knowingly omitted
13 premiums.

14 **50.** Defendants denied the Class Members their legal right to receive, and their protected
15 interest in receiving, accurate itemized wage statements under Labor Code section 226(a).

16 **51.** Also, because Defendants failed to provide the accurate rates of pay on wage statements,
17 Defendants prevented the Class Members from determining if all hours they worked were paid at the
18 appropriate rate. They were also prevented from determining the extent of the underpayment.

19 **52.** Thus, Plaintiff had to bring this class action lawsuit to analyze the underpayment extent,
20 which caused them to lose time and incur fees and expenses.

21 **53.** But for Defendants' failures alleged here, Plaintiffs would not have had to engage in these
22 efforts or incur costs. All of this could have been avoided if Defendants provided the accurate hours
23 worked, wages earned, and rates of pay.

24 **54.** Defendants' failures in this regard have also delayed Plaintiff's ability to recover the
25 unpaid wages from Defendants.

26 **55.** Thus, the Class Members are entitled to recover from Defendants the greater of all actual
27 damages caused by Defendants' failure to comply with Labor Code section 226(a) or fifty dollars
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1 (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) per
2 employee for each violation in subsequent pay periods in an amount not exceeding four thousand dollars
3 (\$4,000.00) per employee, plus attorneys' fees and costs.

4 **56.** Defendants' violations of section 226(a) prevented the Class Members from knowing,
5 understanding, and disputing the wages paid to them and resulted in an unjustified economic enrichment
6 to Defendants. Because of Defendants' knowing and intentional failure to comply with California Labor
7 Code section 226(a), the Class Members have suffered an injury in the exact amount of damages and
8 penalties to be shown according to proof at trial.

9 **57.** The Class Members are also entitled to injunctive relief under Labor Code section 226(h),
10 compelling Defendants to comply with Labor Code section 226.

11 **58.** The Class Members also seek attorneys' fees and costs to the extent they were incurred
12 in obtaining this injunctive relief.

13 **Fourth Cause of Action: Failure to Pay All Wages Upon Separation of Employment**

14 **(Against all Defendants)**

15 **59.** Plaintiff incorporates by reference and re-alleges the preceding allegations as if he stated
16 the allegations within this case of action.

17 **60.** Under Labor Code sections 201 and 202, if an employer discharges an employee, the
18 wages earned and unpaid at the time of discharge are due and payable immediately, and that if an
19 employee voluntarily leaves his or his employment, his or his wages shall become due and payable not
20 later than seventy-two (72) hours after that, unless the employee has given seventy-two (72) hours
21 previous notice of an intention to quit, in which case the employee is entitled to his or his wages at the
22 time of quitting.

23 **61.** Defendants willfully failed to pay the Waiting Time Subclass all their earned wages upon
24 termination, including, but not limited to meal period premiums and rest breaks premiums either at the
25 time of discharge or within seventy-two (72) hours of them ending their employment with Defendants.

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62. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ violates Labor Code sections 201 and 202.

63. Under Labor Code section 203, if an employer willfully fails to pay wages owed immediately upon discharge or resignation per Labor Code sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

64. Under Labor Code section 203, the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

Fifth Cause of Action: Violations of Business and Professions Code §§ 17200, et seq.

(Against all Defendants)

65. Plaintiff incorporates by reference and re-alleges the preceding allegations as if he stated the allegations within this case of action.

66. Business and Professions Code sections 17200, *et seq.*, prohibits unfair competition, including “unlawful, unfair or fraudulent business act or practice...” Notably, a violation of the statute can be based on a violation of any state or federal law. Here, in the instant case, Defendants’ Policies, Procedures, and Practices violated state law, causing the Class Members to suffer and continue to suffer injuries-in-fact, in the following ways: (a) failing to provide meal periods without paying the Class Members premium wages for every day Defendants failed to provide the meal periods, thus violating Labor Code sections 226.7 and 512; (b) failing to authorize or permit rest breaks without paying the Class Members premium wages for every day Defendants failed to permit said rest breaks, thus violating Labor Code section 226.7; (c) failing to timely pay all earned wages to the Class Members during their employment, thus violating Labor Code sections 204 and 210; (d) failing to timely pay all earned wages to the Waiting Time Subclass Members upon separation of employment, thus violating Labor Code sections 201, 202 and 203; (e) failing to provide accurate, itemized wage statements to the Class

Members, thus violating Labor Code section 226; and; (f) failing to maintain payroll records accurately stating the hours worked, and wages earned by the Class Members.

67. Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay minimum wages and overtime wages, failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to furnish accurate wage statements, and failing to timely pay all wages due and owing upon separation of employment—to increase their profits.

68. Defendants held themselves out to the Class Members as being knowledgeable concerning California's labor and employment laws. Yet, they intentionally avoided paying the Class Members wages and monies, thus lowering Defendants' business costs and giving them a chance to undercut the competition.

69. By violating the preceding statutes and regulations, Defendants engaged in unfair and unlawful business practices under Business and Professions Code sections 17200, *et seq.*

70. Defendants' unfair and unlawful business practices entitle the Class Members to injunctive relief, disgorgement, and restitution in an amount to be proven at trial.

71. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5. Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiffs, Class Members, and the general public. Thus, section 1021.5 of the Code of Civil Procedure entitles the Class Members to attorneys' fees.

Sixth Cause of Action: Enforcement of Private Attorneys General Act

(Against all Defendants)

72. Plaintiff incorporates by reference and re-alleges the preceding allegations as if he stated the allegations within this cause of action.

73. Under PAGA, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees

1 under the procedures specified in Labor Code section 2699.3. For all provisions of the Labor Code except
2 those for which a civil penalty is specifically provided, Labor Code section 2699(f) imposes upon
3 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for
4 the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for
5 each subsequent pay period in which Defendants violated these provisions of the Labor Code.

6 **74.** Here, through the Policies, Procedures, and Practices, Defendants violated the following
7 Labor Code sections: 201-203, 204, 210, 212, 225.5, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
8 1174.5, 1118.12, 1194, 1194.2, 1197, 1197.1, and 1198.

9 **75.** Particularly, Defendants: (a) failed provide meal periods without paying the Aggrieved
10 Employees premium wages for every day Defendants failed to provide the meal periods, thus violating
11 Labor Code sections 226.7 and 512; (b) failed authorize or permit rest breaks without paying the
12 Aggrieved Employees premium wages for every day Defendants failed to permit said rest breaks, thus
13 violating Labor Code section 226.7; (c) failed timely pay all earned wages to the Aggrieved Employees
14 during their employment, thus violating Labor Code sections 204 and 210; (d) failed timely pay all
15 earned wages to the Aggrieved Employees upon separation of employment, thus violating Labor Code
16 sections 201, 202 and 203; (e) failed provide accurate, itemized wage statements to the Aggrieved
17 Employees, thus violating Labor Code section 226 and 226.3; and (f) failed to maintain payroll records
18 accurately stating the hours worked, and wages earned by the Aggrieved Employees, thus violating
19 Labor Code sections 1174 and 1174.5.

20 **76.** Defendants systematically engaged in unlawful conduct in violation of the California
21 Labor Code and IWC Wage Orders, such as failing to pay minimum wages and overtime wages, failing
22 to provide meal periods and rest breaks or compensation in lieu thereof, failing to furnish accurate wage
23 statements, and failing to timely pay all wages due and owing upon separation of employment—to
24 increase their profits.

25 **77.** Plaintiff is an “aggrieved employee” because Defendants employed him and because
26 Plaintiff suffered multiple violations of the Labor Code while working for Defendants. Further, Plaintiff
27 timely exhausted the procedural requirements of PAGA (under section 2699.3) and thus, has standing to
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bring PAGA claims against Defendants for penalties on behalf of the LWDA and the Aggrieved Employees.

78. Under Labor Code sections 2699(a), 2699.3, and 2699.5, the Aggrieved Employees can recover penalties against Defendants for violations of the Labor Code sections cited above.

79. Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiffs and the general public. Plaintiffs, therefore, seek to enforce important rights affecting the public interest within the meaning of section 1021.5 of the Code of Civil Procedure.

80. Plaintiff is entitled to attorney's fees and costs for bringing this action.

PRAYER FOR RELIEF

81. Plaintiff, individually and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, specified in the ensuing paragraphs.

82. Plaintiff prays for certification of the proposed Class, Waiting Subclass, and any other appropriate subclasses under section 382 of the Code of Civil Procedure.

83. Plaintiff prays for the appointment of herself, Hector Ochoa, as the representative for the Class and Waiting Time Subclass.

84. Plaintiff prays for the appointment of Gonzalez Weerasuriya, APC, namely, Suren N. Weerasuriya, as class counsel.

85. Plaintiff prays for an award of damages in the amount of unpaid compensation, including, but not limited to, unpaid wages, benefits, and penalties.

86. Plaintiff prays for civil and statutory penalties to the extent permitted by law.

87. Plaintiff prays for injunctive relief under the Labor Code, and Business and Professions Code sections 17200, *et seq.*

88. Plaintiff prays for restitution under Business and Professions Code sections 17200, *et seq.*

89. Plaintiff prays for an order requiring Defendants to restore and disgorge all funds to each employee acquired through any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*

1 90. Plaintiff prays for pre-judgment interest.

2 91. Plaintiff prays for reasonable attorneys' fees, costs of suit, and interest to the extent
3 permitted by law, including, but not limited to, Code of Civil Procedure section 1021.5 and Labor Code
4 sections 226(e), 1194, and 2698, *et seq.*

5 92. Plaintiff prays for such other relief as the Court deems proper.

6 **PRAYER FOR JURY TRIAL**

7 93. Plaintiff prays for a trial by jury on all triable claims.

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9 Dated November 17, 2022

GONZALEZ WEERASURIYA, APC

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13 Suren N. Weerasuriya
14 Attorneys for Plaintiff,
15 Hector Ochoa
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