

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Maren Nelson

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Attorneys for Plaintiffs Jaimee Peters and Sophia Gomez, on behalf of themselves and on behalf of all similarly situated individuals

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

JAIMEE PETERS, SOPHIA GOMEZ, on
behalf of themselves and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

BASTARDS BAR-B-QUE LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: **22STCV37604**

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY REPORTING TIME
PAY (LABOR CODE §§ 510 AND 1194; IWC
WAGE ORDER 4-2001)**

**2. FAILURE TO PROVIDE REST PERIODS
OR PROPER COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 4-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR PROPER COMPENSATION
IN LIEU THEREOF (LABOR CODE §§
226.7, 510, 512, AND 1194 AND IWC WAGE
ORDER 4-2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e))**

**5. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**

**6. UNFAIR COMPETITION PURSUANT
TO BUSINESS & PROFESSIONS CODE §
17200 ET SEQ.**

**7. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,**

**510, 512, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

DEMAND FOR JURY TRIAL

Plaintiffs JAIMEE PETERS and SOPHIA GOMEZ (“Plaintiffs”), individually and on behalf of all similarly situated individuals (the “Class” or “Plaintiffs Class”), on behalf of the general public, and as “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004, complain of BASTARDS BAR-B-QUE LLC, a California limited liability company, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.* respectively, on behalf of Plaintiffs and the Class of individuals described in detail below against Defendants.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had a consistent policy of failing to pay Plaintiffs and Class Members (defined below) reporting time pay; failing to provide legally compliant meal and rest periods, or proper compensation in lieu thereof to Plaintiffs and Class Members; failing to provide accurately itemized wage statements to Plaintiffs and Class Members; and failing to issue Plaintiffs and Class Members all wages due and owing upon separation of employment.

3. Plaintiffs, on behalf of themselves and members of the Class, bring this action pursuant to Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1194, and 1194.2 seeking compensation for all unpaid wages, meal and rest period premium wages, statutory penalties, liquidated damages, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiffs, on behalf of themselves and Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due.

5. Plaintiffs, on behalf of themselves and all aggrieved employees pursuant to Labor Code §§ 2698 *et seq.*, seek penalties and wages for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiffs and Class Members throughout the State of California, including in Los Angeles County.

II.

PARTIES

A. Plaintiffs

7. Plaintiff JAIMEE PETERS has been employed by Defendants as a non-exempt employee since May 2022 in Riverside County, California.

8. Plaintiff SOPHIA GOMEZ was employed by Defendants as a non-exempt employee from May 2022 through September 2022 and performed work for Defendants in Riverside County, California.

9. During their work with Defendants, Plaintiffs were:

- a. Willfully denied the payment of reporting time pay;
- b. Willfully denied all meal and rest periods or proper compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements; and
- d. Willfully denied the timely payment of all wages upon separation of his employment.

B. Defendants

10. Defendant BASTARDS BAR-B-QUE LLC is a California limited liability company that employed Plaintiffs and Class Members throughout the State of California, including in Los Angeles County.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs

1 are informed and believe, and based thereon allege, that each of the Defendants designated herein as
2 a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will
3 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
4 designated hereinafter as DOES when such identities become known.

5 12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
7 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
8 legally attributable to the other Defendants.

9 13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
10 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
11 provisions of the California Labor Code as alleged herein.

12 III.

13 CLASS ACTION ALLEGATIONS

14 14. Plaintiffs bring this action on behalf of themselves, and all others similarly situated as
15 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the
16 following Class composed of and defined as follows:

17 THE CLASS

18 All non-exempt California employees employed by Defendants at any
19 time since the date four years preceding the filing of this Action, plus
20 any additional time tolled by the California State Judicial Council
21 pursuant to Emergency Rule 9 in response to the COVID-19 pandemic
22 and continuing through the present.

23 15. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or
24 modify this class description with greater specificity or further division into subclasses or limitation
25 to particular issues.

26 16. This action has been brought and may properly be maintained as a class action under
27 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
28 interest in the litigation and each proposed Class is easily ascertainable.

A. Numerosity

17. The potential members of the Class as defined are so numerous that joinder of all class members is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiffs is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

18. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiffs alleges Defendants' employment records would provide information as to the number and location of members of the Class. Joinder of members of the Class is not practicable.

B. Commonality

19. There are questions of law and fact common to the Class that predominate over any questions affecting only individual class members. These common questions of law and fact include, without limitation:

- a. Whether Defendants failed to pay reporting time pay to Plaintiffs and Class Members, in violation of Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 4-2001;
- b. Whether Defendants failed to properly provide rest periods, or proper compensation in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001;
- c. Whether Defendants failed to properly provide meal periods, or proper compensation in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 4-2001;
- d. Whether Defendants failed to provide Plaintiffs and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a), (e);
- e. Whether Defendants failed to timely pay Plaintiffs and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and

f. Whether Plaintiffs and members of the Class are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

20. The claims of the named Plaintiffs are typical of the claims of members of the Class. Plaintiffs and members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

21. Plaintiffs will fairly and adequately represent and protect the interests of members of the Class. Counsel who represents Plaintiffs are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

22. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

23. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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1 IV.

2 CAUSES OF ACTION

3 FIRST CAUSE OF ACTION

4 PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

5 FAILURE TO PAY REPORTING TIME PAY

6 (LABOR CODE §§ 510 AND 1194; IWC WAGE ORDER 4-2001)

7 24. Plaintiffs incorporate paragraphs 1 through 23 of this Complaint as though fully set
8 forth herein.

9 25. During the liability period, Defendants failed to pay Plaintiffs and Class Members all
10 reporting time pay, in violation of Labor Code §§ 510 and 1194 and IWC Wage Order 4-2001.
11 Defendants required Plaintiffs and Class Members to report to work only to be told they were no
12 longer needed and be sent home within 2 hours of reporting to work. Defendants, however, failed to
13 pay the required “half the usual or scheduled day’s work, but in no event . . . less than two (2) hours
14 . . . at the employee’s regular rate of pay, which shall not be less than the minimum wage.” Plaintiffs
15 and Class Members would only be paid for the time spent working and nothing further. This violates
16 Labor Code §§ 510, 1194, and 1194.2 and IWC Wage Order 4-2001.

17 26. As a result of the unlawful acts of Defendants in willfully failing to pay reporting time
18 pay, Plaintiffs and Class Members have been deprived of wages in amounts to be determined at trial,
19 and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys’ fees, and
20 costs pursuant to Labor Code § 1194.

21 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR

PROPER COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7; IWC WAGE ORDER 4-2001)

27. Plaintiffs incorporate paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. Plaintiffs and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.

29. Defendants failed to pay premium wages at the proper rate to Plaintiffs and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Plaintiffs and Class Members were routinely not authorized and unable to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay at the regular rate of pay for each missed rest period. When they are able to take a rest period, they are oftentimes late, cut short, or on-duty, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.

30. Pursuant to Labor Code § 226.7, Plaintiffs seeks the payment of all rest period compensation which he and Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

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1 VI.

2 THIRD CAUSE OF ACTION

3 PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

4 FAILURE TO PROVIDE MEAL PERIODS OR

5 PROPER COMPENSATION IN LIEU THEREOF

6 (LABOR CODE §§ 226.7, 510, 512, AND 1194; IWC WAGE ORDER 4-2001)

7 31. Plaintiffs incorporate paragraphs 1 through 30 of this Complaint as though fully set
8 forth herein.

9 32. Plaintiffs and Class Members are entitled to one hour of pay for each day that
10 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7
11 and 512.

12 33. Defendants failed to pay premium wages at the proper rate to Plaintiffs and Class
13 Members who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage
14 Order 4-2001. Plaintiffs and Class Members were routinely denied, and not authorized to take, an
15 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and
16 a second meal period when they worked shifts greater than ten hours, but were not paid premium
17 wages of one hour's pay at the regular rate of pay for each missed meal period. When they are able
18 to take a meal period, they are oftentimes late, cut short, or on-duty. This violates Labor Code §§
19 226.7, 510, 512, and 1194 and IWC Wage Order 4-2001.

20 34. Pursuant to Labor Code §§ 226.7 and 512, Plaintiffs seeks the payment of all meal
21 period compensation which he and Class Members are owed for four years preceding the filing of
22 this Action, according to proof.

23 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

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VII.
FOURTH CAUSE OF ACTION
PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))

35. Plaintiffs incorporate paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

37. Defendants failed to issue Plaintiffs and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiffs and Class Members were not paid all wages due. As such, the wage statements provided by Defendants fail to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

38. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiffs and Class Members have been injured because they have not been paid all wages due and were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). The missing information cannot be discerned from the face of the wage statements themselves. Plaintiffs and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to injunctive relief and an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

39. Plaintiffs incorporate paragraphs 1 through 38 of this Complaint as though fully set forth herein.

40. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

41. Defendants paid Plaintiff Gomez and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff Gomez and certain Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment

1 with Defendants, they were not paid all final wages due and owing for the entirety of their
2 employment.

3 42. More than 30 days have passed since Plaintiff Gomez and certain Class Members have
4 left Defendants' employ.

5 43. As a consequence of Defendants' willful conduct in not paying wages owed timely
6 upon separation of employment, Plaintiff Gomez and Class Members are entitled to up to 30 days'
7 wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at
8 separation of employment.

9 Wherefore, Plaintiffs and the Class they seek to represent request relief as described below.

10 **IX.**

11 **SIXTH CAUSE OF ACTION**

12 **PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS**

13 **UNFAIR COMPETITION PURSUANT TO**

14 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

15 44. Plaintiffs incorporate paragraphs 1 through 43 of this Complaint as though fully set
16 forth herein.

17 45. This is a Class Action for Unfair Business Practices. Plaintiffs, on their own behalf
18 and on behalf of the general public, and on behalf of others similarly situated, bring this claim
19 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged
20 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
21 public, and members of the Class. Plaintiffs seek to enforce important rights affecting the public
22 interest within the meaning of Code of Civil Procedure § 1021.5.

23 46. Plaintiffs are each a "person" within the meaning of Business & Professions Code §
24 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and
25 other appropriate equitable relief.

26 47. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
27 practices.
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1 48. Wage and hour laws express fundamental public policies. Properly providing
2 employees with all wages due is a fundamental public policy of this State and of the United States.
3 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
4 standards, to ensure that employees are not required or permitted to work under substandard and
5 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
6 lower their costs by failing to comply with minimum labor standards.

7 49. Defendants have violated statutes and public policies. Through the conduct alleged in
8 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
9 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
10 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiffs,
11 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
12 guaranteed to all employees under law.

13 50. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
14 §17200 *et seq.* of the Business & Professions Code.

15 51. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
16 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
17 17200 *et seq.* of the Business & Professions Code.

18 52. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and others
19 similarly situated have been damaged in a sum as may be proven.

20 53. Unless restrained by this Court, Defendants will continue to engage in the unlawful
21 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should
22 make such orders or judgments, including the appointment of a receiver, as may be necessary to
23 prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive
24 practice prohibited by the Business & Professions Code, and/or, including but not limited to,
25 disgorgement of profits which may be necessary to restore Plaintiffs and members of the Class to the
26 money Defendants have unlawfully failed to pay.

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1 X.

2 SEVENTH CAUSE OF ACTION

3 PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
4 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
5 LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR
6 CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

7 54. Plaintiffs incorporate paragraphs 1 through 53 of this Complaint as though fully set
8 forth herein.

9 55. As a result of the acts alleged above, including the Labor Code violations set forth
10 herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq.*

11 56. For each such violation of the Labor Code, Plaintiffs and all other aggrieved
12 employees are entitled to penalties in an amount to be shown at the time of trial subject to the
13 following formula:

14 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
15 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512,
16 and 1194; and

17 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
18 Code §§ 226.3 and 558.

19 57. Penalties recovered will be allocated 75% to the Labor and Workforce Development
20 Agency, and 25% to the affected aggrieved employees.

21 58. On September 22, 2022, Plaintiffs sent a letter, by online submission to the LWDA
22 and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
23 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
24 Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65)
25 calendar days of September 22, 2022. Plaintiffs may therefore commence this action to seek civil
26 penalties pursuant to Labor Code § 2698 *et seq.*

27 Wherefore, Plaintiffs and the aggrieved employees they seek to represent request relief as
28 described below.

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for the following relief:

1. For compensatory damages, pursuant to Labor Code § 1194, respectively, in the amount of all unpaid reporting time pay due to Plaintiffs and members of the Class;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiffs and Class Members, pursuant to Labor Code §§ 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class Members;
4. For penalties pursuant to Labor Code § 203 for Plaintiffs and Class Members;
5. For restitution and injunctive relief for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiffs and Class Members;
6. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other Aggrieved Employees;
7. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h) and 1194 and other applicable law;
8. For injunctive relief and an award of attorneys' fees pursuant to Labor Code §§ 226(e) and 1194 and other applicable law;
9. An award of prejudgment and post-judgment interest; and
10. Such other and further relief as this Court may deem just and proper.

Dated: November 30, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
EVAN S. GAINES
Attorney for Plaintiffs

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Dated: November 30, 2022

GAINES & GAINES
A Professional Law Corporation

DANIEL F. GAINES
EVAN S. GAINES
Attorney for Plaintiffs