

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Lovelle Mixon, on behalf of himself and on behalf of all similarly situated individuals

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

LOVELLE MIXON, on behalf of himself and
on behalf of all similarly situated individuals,

Plaintiff,

v.

BAY AREA TRUSTED LOGISTICS LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: C23-00386

*Assigned to the Honorable Charles S. Treat,
Dept. 12*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1194, AND 1194.2)**
- 2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 9-2001)**
- 3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7 AND
512; IWC WAGE ORDER 9-2001)**
- 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. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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

Complaint Filed: February 21, 2023

Plaintiff LOVELLE MIXON (“Plaintiff”), on behalf of himself, all similarly situated individuals, on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of Defendants BAY AREA TRUSTED LOGISTICS LLC, a California limited liability company, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), and each of them, 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.*, on behalf of Plaintiff 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 consistent policies of failing to pay all minimum and overtime wages due, provide legally compliant meal and rest periods, or premium compensation in lieu thereof; failing to pay all wages due upon separation of employment; and failing to issue accurately itemized wage statements.

3. Plaintiff, on behalf of himself and Class Members, brings 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, liquidated damages, statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

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

5. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §§ 2698 *et seq.*, seek penalties 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 Plaintiff throughout California, including in Contra Costa County.

II.

PARTIES

A. Plaintiff

7. Plaintiff LOVELLE MIXON was employed by Defendants from September 2022 through November 2022 as a non-exempt employee and performed work for Defendants throughout California, including in Contra Costa County.

8. During his work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all minimum and overtime wages due;
- b. Willfully denied all meal and rest periods or premium compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements; and
- d. Willfully denied the timely payment of all wages due at the separation of his employment.

B. Defendants

9. Defendant BAY AREA TRUSTED LOGISTICS LLC is a California limited liability company. Defendant BAY AREA TRUSTED LOGISTICS LLC employed Plaintiff throughout California, including in Contra Costa County.

10. 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 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a

DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

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

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of himself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following class composed of and defined as follows:

THE CLASS

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

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

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

///

1 **A. Numerosity**

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

7 17. Accounting for employee turnover during the relevant period necessarily increases this
8 number. Plaintiff alleges Defendants' employment records would provide information as to the
9 number and location of Class Members. Joinder of Class Members is not practicable.

10 **B. Commonality**

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

- 14 a. Whether Defendants failed to pay all minimum and overtime wages due to
15 Plaintiff and Class Members, in violation of Labor Code §§ 510, 1194, and
16 1194.2;
- 17 b. Whether Defendants failed to properly provide rest periods, or premium
18 compensation in lieu thereof to Plaintiff and Class Members, in violation of
19 Labor Code § 226.7 and IWC Wage Order 9-2001;
- 20 c. Whether Defendants failed to properly provide meal periods, or premium
21 compensation in lieu thereof to Plaintiff and Class Members, in violation of
22 Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001;
- 23 d. Whether Defendants failed to provide Plaintiff and Class Members with
24 accurately itemized wage statements, in accordance with Labor Code § 226(a)
25 and (e);
- 26 e. Whether Defendants failed to timely pay Plaintiff and Class Members all
27 wages due at the separation of their employment; and
28

f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members 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

20. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

21. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members 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.

22. 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. Plaintiff 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.

///

///

///

///

///

///

///

1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES DUE**

6 **(LABOR CODE §§ 510, 1194, AND 1194.2)**

7 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
8 forth herein.

9 24. Defendants failed to pay Plaintiff and Class Members all minimum and overtime
10 wages due, in violation of Labor Code §§ 510, 1194, and 1194.2. Plaintiff and Class Members worked
11 more than eight (8) hours in a workday and forty (40) hours in a workweek, but were not properly
12 compensated at a rate of no less than one and one-half times the regular rate of pay. In addition,
13 Plaintiff and Class Members worked off the clock: Defendants required them to arrive 20 minutes
14 before their shift start time, but they could not clock in until their exact shift start time. An employer
15 is obligated to pay the wages of an hourly employee for all time that the employee is under the control
16 of the employer, and this includes all the time the employee is suffered or permitted to work, whether
17 or not required to do so. When Plaintiff and Class Members were required to show up before their
18 scheduled shift start time, they were under the control of Defendants and required to be compensated
19 for all hours worked. Defendants, however, failed to do so, in violation of Labor Code §§ 510, 1194,
20 and 1194.2.

21 25. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum
22 and overtime wages due, Plaintiff and Class Members have been deprived of wages in amounts to be
23 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
24 attorneys' fees, and costs, pursuant to Labor Code § 1194, and liquidated damages, pursuant to Labor
25 Code § 1194.2.

26 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

27 ///

28 ///

V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7 AND IWC WAGE ORDER 9-2001)

26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set forth herein.

27. Plaintiff 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 9-2001.

28. Defendants failed to pay premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001. Plaintiff and Class Members were routinely unable to take a 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 for each missed rest period. When they were able to take a rest period, they were often late, cut short, or on-duty. This violates Labor Code § 226.7 and IWC Wage Order 9-2001.

29. Pursuant to Labor Code § 226.7 and IWC Wage Order 9-2001, Plaintiff 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, Plaintiff and the Class he seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 9-2001)

30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth herein.

///

31. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001.

32. Defendants failed to pay premium wages to Plaintiff and Class Members who were denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. This violates Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001.

33. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all meal period compensation which he and Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the class he seeks to represent request relief as described below.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. 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

1 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
2 her social security number or an employee identification number other than a social security number,
3 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
4 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
5 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
6 226(a).

7 36. Defendants failed to issue Plaintiff and Class Members wage statements that fully and
8 accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and
9 Class Members were not paid all wages due. As such, the wage statements provided by Defendants
10 failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours
11 worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code §
12 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked, in violation of Labor Code § 226(a)(9).

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

23 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

24 ///

25 ///

26 ///

27 ///

28 ///

VIII.
FIFTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO TIMELY PAY WAGES DUE AT
SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)

38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set forth herein.

39. 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.

40. Defendants paid Plaintiff 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 and Class Members were not paid all wages due and owing throughout the course of their employment, including all minimum and overtime wages and premium wages for missed and denied meal and rest periods, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment.

41. More than 30 days have passed since Plaintiff and certain Class Members have left Defendants' employ.

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

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

///

///

IX.
SIXTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

43. Plaintiff incorporates paragraphs 1 through 42 of this Complaint as though fully set forth herein.

44. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

45. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

46. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

47. Wage and hour laws express fundamental public policies. Properly providing employees with all wages due is a fundamental public policy of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

48. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 49. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
4 §17200 *et seq.* of the Business & Professions Code.

5 50. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
7 17200 *et seq.* of the Business & Professions Code.

8 51. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
9 similarly situated have been damaged in a sum as may be proven.

10 52. Unless restrained by this Court, Defendants will continue to engage in the unlawful
11 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should
12 make such orders or judgments, including the appointment of a receiver, as may be necessary to
13 prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive
14 practice prohibited by the Business & Professions Code, and/or, including but not limited to,
15 disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the money
16 Defendants have unlawfully failed to pay.

17 **X.**

18 **SEVENTH CAUSE OF ACTION**

19 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
21 **LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR**
22 **CODE § 2699(a) FOR VIOLATIONS OF**
23 **LABOR CODE §§ 226.3 AND 558**

24 53. Plaintiff incorporates paragraphs 1 through 52 of this Complaint as though fully set
25 forth herein.

26 54. As a result of the acts alleged above, including the Labor Code violations set forth
27 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants.

28 ///

55. For each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

56. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

57. On February 10, 2023, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of February 10, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 510, 1194, and 1194.2 in the amount of all unpaid minimum and overtime wages due to Plaintiff and Class Members;
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 Plaintiff and Class Members, pursuant to Labor Code §§ 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;

1 5. For civil penalties pursuant to Labor Code § 2698 et seq. for Plaintiff and all other
2 Aggrieved Employees;

3 6. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h),
4 1194, and other applicable law;

5 7. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, and other
6 applicable law;

7 8. An award of prejudgment and post-judgment interest; and

8 9. Such other and further relief as this Court may deem just and proper.

9 Dated: April 17, 2023

Respectfully submitted,

10 GAINES & GAINES
11 A Professional Law Corporation

12 By: _____

13 DANIEL F. GAINES
14 EVAN S. GAINES
15 Attorney for Plaintiff

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

18 Dated: April 17, 2023

Respectfully submitted,

19 GAINES & GAINES
20 A Professional Law Corporation

21 By: _____

22 DANIEL F. GAINES
23 EVAN S. GAINES
24 Attorney for Plaintiff
25
26
27
28