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Attorneys for Plaintiff LEOBARDO CASTANADA,  
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE COUNTY**

LEOBARDO CASTANADA, individually  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

TUSCANY CHEESE, LLC, a California  
limited liability company, and DOES 1-50,  
inclusive,

Defendants.

Case No. 30-2023-01328407-CU-OE-CXC

**CLASS ACTION**

*Assigned for All Purposes To:*  
Hon. Judge William Claster  
Dept.:

**CLASS ACTION COMPLAINT FOR:**

- (1) Failure to Pay Minimum Wages;**
- (2) Failure to Pay Overtime;**
- (3) Failure to Provide Lawful Meal Periods;**
- (4) Failure to Authorize and Permit Lawful Rest Periods;**
- (5) Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- (6) Failure to Reimburse Necessary Expenses;**
- (7) Knowing and Intentional Failure to Comply with Accurate Itemized Wage Statement Provisions; And**
- (8) Violation of the Unfair Competition Law**

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff LEOBARDO CASTANADA (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants TUSCANY CHEESE, a California limited liability company, and DOES 1-50, inclusive (collectively “Defendants”) as follows:

### **INTRODUCTION**

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by the Defendants as non-exempt employees, however titled, in the State of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the “Class” or “Class Members” or “Non-Exempt Employees”).

2. During the “liability period,” as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as “the liability period(s)”) – Defendants consistently maintained and enforced against its Non-Exempt Employees unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including overtime; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to reimburse necessary expenses; failing to accurately pay overtime; failing to timely pay all wages at the time of termination; failing to provide accurate itemized wage statements; and failing to keep accurate records.

3. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

4. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class

1 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,  
2 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197,  
3 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8,  
4 section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation,  
5 unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys' fees and costs.

6 5. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and  
7 Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to  
8 pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

### 9 **JURISDICTION AND VENUE**

10 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated  
11 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary  
12 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the  
13 California Superior Court and will be established according to proof at trial.

14 7. This Court has jurisdiction over this action pursuant to the California Constitution  
15 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except  
16 those given by statute to other courts. The statutes under which this action is brought do not give  
17 jurisdiction to any other court.

18 8. This Court has jurisdiction over this Action pursuant to California Code of Civil  
19 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

20 9. This Court has jurisdiction over Defendants because, upon information and belief,  
21 each Defendant is either a resident of California, has sufficient minimum contacts in California, or  
22 otherwise intentionally avails itself of the California market so as to render the exercise of  
23 jurisdiction over them by the California Courts consistent with traditional notions of fair play and  
24 substantial justice. Defendants have done and are doing business throughout California and Orange  
25 County.

26 10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other  
27 similarly situated Non-Exempt Employees within Orange County and it is believed that Defendants  
28 have employed hundreds of Class Members as Non-Exempt Employees in Orange County.

11. The California Superior Court also has jurisdiction in this matter because the individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, Plaintiff is a resident of this County, and the acts or omissions alleged herein took place in this County.

## PARTIES

13. Defendant Tuscany Cheese, LLC is a California limited liability company in good standing that is authorized to do business in the state of California.

14. Defendant has maintained and operated facilities in California, including in Orange County, at all relevant times.

15. On information and belief, Plaintiff alleges that at all relevant times referenced herein, Defendants did and continue to transact business throughout California.

16. Plaintiff Leobardo Castanada is, and during the liability period has been, a resident of Orange County, California.

17. Plaintiff has been employed as a non-exempt hourly employee by Defendants since February 2022 at the production/packaging/distribution facility in Buena Park. Plaintiff worked as a machine operator for Defendants.

18. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and

1 affairs of Defendants.

2 19. The true names and capacities of Defendants, whether individual, corporate,  
3 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to  
4 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §  
5 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and  
6 capacities of the Defendants designated hereinafter as DOES when such identities become known.

7 20. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are  
8 the partners, agents, or principals and co-conspirators of Defendants and of each other; that  
9 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided  
10 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits  
11 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the  
12 liability of the Defendants as alleged herein.

13 21. Plaintiff is further informed and believes, and thereon allege, that at all times  
14 material herein, each Defendant was completely dominated and controlled by its co-Defendants  
15 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint  
16 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed  
17 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.  
18 Whenever and wherever reference is made to individuals who are not named as Defendants in this  
19 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times  
20 acted on behalf of Defendants named in this complaint within the scope of their respective  
21 employments.

22 **FACTUAL ALLEGATIONS**

23 22. At all times during the liability period, Defendants operated a  
24 manufacturing/production/packaging and distribution business based in Orange County, California.

25 23. Plaintiff and the Class Members were employed by Defendants in non-exempt  
26 positions, however titled, throughout the state of California, including at the facility in Buena Park,  
27 California.

28 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were

1 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the  
2 requirements of California's wage and employment laws.

3 25. During the relevant time frame, Defendants compensated Plaintiff and the Non-  
4 Exempt Employees based upon an hourly wage.

5 26. Plaintiff and the Non-Exempt Employees were, and at all times pertinent hereto,  
6 have been non-exempt employees within the meaning of the California Labor Code, and the  
7 implementing rules and regulations of the IWC California Wage Orders. They are subject to the  
8 protections of the IWC Wage Orders and the Labor Code.

9 27. All Class Members are similarly situated in that they are all subject to Defendants'  
10 uniform policies and systemic practices as specified herein.

11 28. During the liability period, Plaintiff and the Non-Exempt Employees were  
12 employed by Defendants throughout California as and were paid hourly wages on a non-exempt  
13 basis.

14 29. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were  
15 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the  
16 requirements of California's wage and employment laws.

17 30. Plaintiff regularly worked five days per week at the Buena Park facility. His shifts  
18 most frequently were scheduled to begin at 6:00 a.m. Plaintiff frequently worked over eight  
19 hours in a day.

20 31. Plaintiff and the Class Members clocked in and out to track their hours worked;  
21 however, Plaintiff and the Class Members were frequently required to work off the clock to  
22 perform pre and post-shift work, don and doff, to wait in line to clock in, and while performing  
23 work during purported meal periods.

24 32. In addition, Plaintiff and the Class Members had their hours worked and time  
25 punches rounded against their interests, such that they were not accurately compensated for all  
26 hours worked.

27 33. Plaintiff and the Class Members were paid shift differentials and certain bonus  
28 wages, but such amounts were not taken into account in calculating the employee's regular rate of

1 pay for overtime purposes. As such, non-exempt employees were systematically  
2 undercompensated.

3 34. In addition, Plaintiff and the Class Members frequently worked in excess of eight  
4 (8) hours in day and/or over forty (40) hours in a workweek, but were not properly paid for such  
5 time at a rate of time and one-half the employee's regular rate of pay per hour. Plaintiff and the  
6 Class Members also often worked in excess of twelve (12) hours in one day and/or over eight (8)  
7 hours on the seventh day of the workweek, but were not properly paid for such time at a rate of  
8 two times the employee's regular rate of pay per hour.

9 35. Plaintiff and the Class Members were regularly required to work shifts in excess of  
10 five hours without being provided a lawful meal period and over ten hours in a day without being  
11 provided a second lawful meal period as required by law.

12 36. Indeed, during the relevant time, as a consequence of Defendants' scheduling  
13 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to  
14 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal  
15 periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks  
16 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not  
17 provided a second meal period when working shifts in excess of 10 hours and in excess of 12  
18 hours.

19 37. On information and belief, Plaintiff and Class Members did not waive their rights  
20 to a second meal period.

21 38. In addition, Plaintiff and the Class Members were, on occasion, required to clock  
22 out for their lunch but continue working, consequentially causing them to forego their meal  
23 period.

24 39. In addition, Plaintiff is informed and believes that Defendants used an automatic  
25 deduction policy which deducted 30 minutes from hours worked for purported meal periods  
26 regardless of whether a lawful meal period was actually taken.

27 40. Despite the above-mentioned meal period violations, Defendants failed to  
28 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one

1 additional hour of pay at their regular rate as required by California law when meal periods were  
2 not timely or lawfully provided in a compliant manner.

3 41. Plaintiff is informed and believes, and thereon alleges, that Defendants know,  
4 should know, knew, and/or should have known that Plaintiff and the other Class Members were  
5 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving  
6 accurately calculated compensation.

7 42. In addition, during the relevant time frame, Plaintiff and the Non-Exempt  
8 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest  
9 period for every four hours worked or major fraction thereof, which is a violation of the Labor  
10 Code and IWC wage order.

11 43. Defendants maintained and enforced scheduling practices, policies, and imposed  
12 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid  
13 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such  
14 requisite rest periods were not timely authorized and permitted.

15 44. Moreover, upon information and belief, employees were required to remain on  
16 premises during rest periods.

17 45. Despite the above-mentioned rest period violations, Defendants did not  
18 compensate Plaintiff, and on information and belief, did not pay Class Members one additional  
19 hour of pay at their regular rate as required by California law, including Labor Code section 226.7  
20 and the applicable IWC wage order, for each day on which lawful rest periods were not  
21 authorized and permitted.

22 46. In addition, Plaintiff and the Class Members were required to incur necessary  
23 expenses in the discharge of their duties, including without limitation for the purchase of  
24 necessary tools and items like knives and special shoes, but were not reimbursed for such costs.

25 47. Defendants also failed to provide accurate, lawful itemized wage statements to  
26 Plaintiff and the Class Members in part because of the above specified violations. Defendants  
27 have also omitted certain applicable pay rates from the wage statements, including those  
28 associated with shift differentials and bonuses. Defendants have also made it difficult to



1 determine applicable rates of pay and account with precision for the unlawfully withheld wages  
2 and deductions due to be paid to Non-exempt Employees, including Plaintiff, during the liability  
3 period because they did not implement and preserve a lawful record-keeping method to record all  
4 hours worked, and non-provided rest and meal periods owed to employees as required for non-  
5 exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and  
6 applicable California Wage Orders.

7 48. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
8 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours  
9 thereof for resignations without prior notice as the case may be) they had a duty to accurately  
10 compensate Plaintiffs and Class Members for all wages owed including straight time, overtime,  
11 meal and rest period premiums, and that Defendants had the financial ability to pay such  
12 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part  
13 because of the above-specified violations.

14 49. Moreover, in violation of law, Defendant withheld the final paycheck from Plaintiff,  
15 and upon information and belief Class Members who terminated their employment with Defendant,  
16 until certain conditions precedent were satisfied.

17 50. Plaintiff and the Non-Exempt Employees are covered by applicable California IWC  
18 Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title  
19 8, section 11000 *et seq.*

#### 20 **CLASS ACTION ALLEGATIONS**

21 51. Plaintiff brings this action on his own behalf, as well as on behalf of each and every  
22 other person similarly situated, and thus, seeks class certification under California Code of Civil  
23 Procedure §382.

24 52. All claims alleged herein arise under California law for which Plaintiff seeks relief  
25 as authorized by California law.

26 53. The proposed class is comprised of and defined as: **All persons who are or were**  
27 **employed by the Defendants as non-exempt employees in, however titled, in the State of**  
28 **California within four (4) years prior to the filing of the Complaint in this action until the**

1 resolution of this lawsuit. (hereinafter collectively referred to as the “Class” or “Class  
2 Members”).

3 54. Plaintiff also seeks to represent Subclasses, included in the Plaintiff’s Class, which  
4 are composed of Class Members satisfying the following definitions:

5 a. All Class Members who were not paid at least minimum wage for each hour worked.

6 b. All Class Members who were not accurately paid overtime at the proper overtime  
7 rate for hours worked over eight in a day or over forty in a workweek. (collectively “Overtime  
8 Subclass”)

9 c. All Class Members who worked more than five (5) hours in a workday and were not  
10 provided with a lawful timely, uninterrupted lawful meal period of net thirty (30) minutes, and were  
11 not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof  
12 (hereinafter collectively referred to as the “First Meal Period Subclass”);

13 d. All Class Members who worked more than ten hours in a workday and were not  
14 provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and were  
15 not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof  
16 (hereinafter collectively referred to as the “Second Meal Period Subclass”);

17 e. All Class Members who worked more than three and a half hours in a workday and  
18 were not authorized and permitted to take a lawful net 10-minute rest period for every four (4)  
19 hours or major fraction thereof worked per day and were not paid compensation of one hour  
20 premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to  
21 as the “Rest Period Subclass”);

22 f. All Class Members who were not reimbursed for all necessary expenditures.  
23 (collectively “Indemnification Subclass”);

24 g. All Class Members who did not receive all owed wages at time of separation  
25 or within 72 hours in the case of resignation (hereinafter collectively referred to as the “Waiting  
26 Time Subclass”);

27 h. All Class Members who were not provided with accurate and complete  
28 itemized wage statements (hereinafter collectively referred to as the “Inaccurate Wage Statement

1 **Subclass”);**

2 i. All Class Members who were employed by Defendants and subject to  
3 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**  
4 **Practices Subclass**”).

5 55. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend  
6 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,  
7 or if it should be deemed necessary by the Court or to further divide the Class Members into  
8 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the  
9 Class Members or the Plaintiffs’ Class includes the members of each of the Subclasses.

10 56. As set forth in further detail below, this action has been brought and may properly  
11 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure  
12 because there is a well-defined community of interest in the litigation, and the proposed Class and  
13 Subclasses are easily ascertainable through Defendants’ records.

14 a. Numerosity: The members of the Class and Subclasses are so numerous that  
15 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The  
16 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the  
17 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the  
18 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants’  
19 employment records would provide information as to the number and location of all Class  
20 Members. Joinder of all members of the proposed Class is not practicable.

21 b. The proposed class is easily ascertainable. The number and identity of the  
22 class members are determinable from Defendants’ payroll records and time records for each class  
23 member.

24 c. Commonality: There are common questions of law and fact as to the Class  
25 and Subclasses that predominate over questions affecting only individual Class Members. These  
26 common questions of law and fact include, without limitation:

1                   1) Whether Defendants accurately calculated and paid all Class Members  
2 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)  
3 hours per day and/or forty (40) hours per week;

4                   2) Whether Defendants accurately paid employees double time for hours  
5 worked in excess of 12 hours in one day or for work over 8 hours in a day on the seventh day of  
6 work in a workweek;

7                   3) Whether Defendants had a policy and practice of providing lawful, timely  
8 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare  
9 Commission (“IWC”) wage order;

10                  4) Whether Defendants had a policy and practice of complying with Labor  
11 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not  
12 provided;

13                  5) Whether Defendants failed to authorize and permit daily net 10 minute rest  
14 periods to the Class Members every four (4) hours or major fraction thereof worked;

15                  6) Whether Defendants required employees to remain on the premises during  
16 rest periods;

17                  7) Whether Defendants had a policy and practice of complying with Labor  
18 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not  
19 provided;

20                  8) Whether Defendants failed to timely pay all wages upon separation in  
21 accordance with Labor Code sections 201-202;

22                  9) Whether Defendants failed to reimburse employees for necessary expenses  
23 in accordance with Labor Code section 2802;

24                  10) Whether Defendants omitted required information, including pay rates, from  
25 itemized wage statements;

26                  11) Whether Defendants failed to maintain accurate records of Class Members'  
27 earned wages, work periods, meal periods and deductions;

28

1                   12) Whether Defendants engaged in unfair competition in violation of section  
2 17200 et seq. of the Business and Professions Code;

3                   13) Whether Defendants' conduct was willful and/or reckless;

4                   14) Whether Defendants failed to provide accurate itemized wage statements in  
5 violation of Labor Code § 226; and

6                   15) The appropriate amount of damages, restitution, and/or monetary penalties  
7 resulting from Defendants' violations of California law.

8                   d.     Typicality: Plaintiff is qualified to, and will fairly and adequately protect  
9 the interests of each member of the Class and Subclasses with whom he has a well-defined  
10 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be  
11 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief  
12 which would be sought by each member of the Class and/or Subclasses in separate actions. All  
13 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to  
14 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate  
15 wage statements, and failure to accurately pay all wages earned including all owed premium and  
16 overtime wages, all due to Defendants' policies and practices that affected each member of the  
17 Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair  
18 and/or wrongful acts as to each member of the Class and/or Subclasses.

19                  e.     Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the  
20 interests of each member of the Class and/or Subclasses with whom he has a well-defined  
21 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that  
22 he has an obligation to make known to the Court any relationships, conflicts, or differences with  
23 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently  
24 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are  
25 versed in the rules governing class action discovery, certification, litigation, and settlement and  
26 experienced in handling such matters. Other former and current employees of Defendants may also  
27 serve as representatives of the Class and Subclasses if needed.

28                  f.     Superiority: The nature of this action makes the use of class action

1 adjudication superior to other methods. A class action will achieve economies of time, effort,  
2 judicial resources, and expense, which would not be achieved with separate lawsuits. The  
3 prosecution of separate actions by individual members of the Class and/or Subclasses would create  
4 a risk of inconsistent and/or varying adjudications with respect to the individual members of the  
5 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and  
6 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the  
7 disposition of their interests through actions to which they were not parties. Thus, a class action is  
8 superior to other available means for the fair and efficient adjudication of this controversy because  
9 individual joinder of all Class Members is not practicable, and questions of law and fact common  
10 to the Class predominate over any questions affecting only individual Class Members. Each  
11 member of the Class has been damaged and is entitled to recovery by reason of Defendants'  
12 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest  
13 periods, failure to reimburse expenses, failure to provide accurate wage statements, and failure to  
14 accurately pay all wages earned including all owed premium and overtime wages, all due to  
15 Defendants' policies and practices that affected each member of the Class and/or Subclasses  
16 similarly. Class action treatment will allow those similarly situated persons to litigate their claims  
17 in the manner that is most efficient and economical for both parties and the judicial system. Plaintiff  
18 is unaware of any difficulties that are likely to be encountered in the management of this action that  
19 would preclude its maintenance as a class action.

20 g. Public Policy Considerations: Employers in the state of California violate  
21 employment and labor laws every day. However, current employees are often afraid to assert their  
22 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions  
23 because they believe their former employers may damage their future endeavors through negative  
24 references and/or other means. The nature of this action allows for the protection of current and  
25 former employees' rights without fear of retaliation or damage. Additionally, the citizens of  
26 California have a significant interest in ensuring employers comply with California's labor laws  
27 and in ensuring those employers who do not are prevented from taking further advantage of their  
28 employees.

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1 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due  
2 for all hours worked.

3 62. The IWC Wage Orders define “hours worked” as “the time during which an  
4 employee is subject to the control of an employer, and includes all the time the employee is  
5 suffered or permitted to work, whether or not required to do so.”

6 63. At all times relevant, as set forth above, Plaintiffs and the Class Members  
7 consistently worked hours for which they were not paid because Defendants frequently required  
8 Plaintiffs and the Class Members to work off the clock.

9 64. Plaintiff is informed and believe that Defendants were aware that Plaintiffs and the  
10 Class Members were working off the clock and that they should have been paid for this time.

11 65. Defendant’s policy and practice of not paying all minimum wages violates  
12 California Labor Code §§ 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the  
13 applicable wage order 1-2001, 7-2001 and 9-2001.

14 66. Plaintiff and the Class are entitled to recover unpaid wages, penalties, liquidated  
15 damages, attorneys fees and costs.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME WAGES OWED**

18 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order]**

19 67. Plaintiff incorporates each and every allegation set forth in all of the foregoing  
20 paragraphs as if fully set forth herein.

21 68. During all relevant periods, Defendant required Plaintiffs and the Class Members  
22 to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours  
23 per workweek.

24 69. During all relevant periods, both the California Labor Code section 1194, 1197,  
25 510, 1198, and the pertinent Wage Order 1-2001, 7-2001 and 9-2001 required that all work  
26 performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work  
27 in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and  
28 one-half times the employee’s regular rate of pay. Any work in excess of twelve (12) hours in one



1 day is required to be compensated at the rate of no less than twice the regular rate of pay for an  
2 employee. In addition, any work in excess of eight hours on any seventh day of a workweek is  
3 required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

4 70. During all relevant periods, Defendants had a uniform policy of requiring Plaintiffs  
5 to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek  
6 without compensating them at a rate of one and one-half times their regular rate of pay. Upon  
7 information and belief, Defendants also failed to properly compensate Plaintiffs for hours worked  
8 in excess of twelve (12) hours in one day, or eight hours on the seventh day of a workweek.

9 71. The IWC Wage Orders define “hours worked” as “the time during which an  
10 employee is subject to the control of an employer, and includes all the time the employee is  
11 suffered or permitted to work, whether or not required to do so.”

12 72. At all times relevant, Plaintiff and the Class Members consistently worked hours  
13 for which they were not paid because they were required to work off the clock—some of these  
14 hours were over eight hours in one workday or in excess of forty hours in a workweek and should  
15 have been paid at the overtime rate.

16 73. Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and  
17 the Class Members were working off the clock and that they should have been paid for this time.

18 74. In addition, upon information and belief, Defendants failed to incorporate all forms  
19 of compensation, including without limitation bonuses and incentives, into the regular rate for  
20 overtime purposes.

21 75. As a result, Defendants failed to pay Plaintiffs and the Class Members earned  
22 overtime wages and they suffered damages as a result.

23 76. Defendants knew or should have known Plaintiffs and the Class Members were  
24 undercompensated as a result of these practices.

25 77. Due to Defendant’s violations of the California Labor Code, Plaintiffs and the Class  
26 Members are entitled to recover from Defendants their unpaid overtime wages, reasonable  
27 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory  
28 penalties, and liquidated damages.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

3 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

4 78. Plaintiff incorporates by reference and realleges each and every allegation contained  
5 above, as though fully set forth herein.

6 79. Pursuant to Labor Code § 512, no employer shall employ an employee for a work  
7 period of more than five (5) hours without providing a meal break of not less than thirty (30)  
8 minutes in which the employee is relieved of all of his or her duties, except that when a work period  
9 of not more than six (6) hours will complete the day's work the meal period may be waived by  
10 mutual consent of the employer and employee.

11 80. For the four (4) years preceding the filing of this lawsuit, Defendants failed to  
12 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than  
13 thirty (30) minutes within the first five hours of a shift.

14 81. As a consequence of Defendants' productivity demands and job requirements,  
15 Plaintiff and the Class Members were often required to forego such meal periods, take shortened  
16 meal periods, and/or commence their meal periods into and beyond the sixth hour of their shifts.

17 82. In addition, Plaintiff and the Class Members were not paid one hour of pay at their  
18 regular rate for each day that a meal period was not provided.

19 83. Moreover, as a matter of policy and practice, Plaintiff and the Class members were  
20 also not provided second meal periods on days when shifts exceeded ten hours (and twelve hours),  
21 nor were they provided premium wages in lieu of a second meal period. On information and belief,  
22 Plaintiff and the Class Members did not waive their rights to a second meal period on shifts in  
23 excess of ten hours.

24 84. As a proximate result of the aforementioned violations, Plaintiff and the Class  
25 Members have been damaged in an amount according to proof at time of trial.

26 85. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover  
27 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also  
28 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

1           86.     As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to  
2 represent have been deprived of premium wages in amounts to be determined at trial, and are  
3 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,  
4 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code  
5 section 3287.

6                                   **THIRD CAUSE OF ACTION**

7                           **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

8                           **(By Plaintiff and the Rest Period Subclasses Against All Defendants)**

9           87.     Plaintiff incorporates by reference and realleges each and every allegation contained  
10 above, as though fully set forth herein.

11           88.     Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members'  
12 employment by Defendants, "Every employer shall authorize and permit all employees to take rest  
13 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized  
14 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net  
15 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall  
16 be counted as hours worked, for which there shall be no deduction from wages."

17           89.     Labor Code §226.7(a) prohibits an employer from requiring any employee to work  
18 during any rest period mandated by an applicable order of the IWC.

19           90.     The law also requires that employees not be on-call during such rest periods and that  
20 all control over employees be relinquished during such breaks.

21           91.     Defendants were required to authorize and permit employees such as Plaintiff and  
22 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours  
23 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,  
24 with no deduction from wages.

25           92.     Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class  
26 Member's employment with Defendants, Defendants failed and refused to authorize and permit  
27 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours  
28 worked, or major fraction thereof.

1           93. Defendants created a working environment in which Class Members were neither  
2 authorized nor permitted to take their lawful rest periods due to Defendants' shift scheduling, work  
3 demands, and job requirements placed upon them by Defendants.

4           94. In addition, Plaintiff and Class Members were not allowed to leave the premises  
5 during rest breaks.

6           95. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay  
7 for each day that a rest period violation occurred. On information and belief, the other members of  
8 the Class endured similar violations as a result of Defendants' rest period policies and practices and  
9 Defendant did not pay said Class Members premium pay as required by law.

10          96. By their failure to authorize and permit Plaintiff and the Class Members to take a  
11 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction  
12 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and  
13 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members  
14 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide  
15 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the  
16 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

17          97. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to  
18 represent have been deprived of premium wages in amounts to be determined at trial, and are  
19 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,  
20 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

#### 21                                   **FOURTH CAUSE OF ACTION**

#### 22                                   **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

#### 23                                   **(By Plaintiff and the Waiting Time Subclass Against All Defendants)**

24          98. Plaintiff incorporates by reference and realleges each and every allegation contained  
25 above, as though fully set forth herein.

26          99. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages  
27 due within seventy-two (72) hours of separation of employment.

28          100. Section 203 of the Labor Code provides that if an employer willfully fails to timely

1 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages  
2 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30  
3 days of wages.

4 101. Plaintiff and Class Members are entitled to compensation for all forms of wages  
5 earned, including but not limited to minimum wages, overtime, and premium meal and rest period  
6 compensation, but to date have not received such compensation, therefore entitling them to Labor  
7 Code § 203 penalties.

8 102. In addition to the derivative violations set forth herein, Plaintiff alleges that he and  
9 the Class Members were not timely paid their final wages as required by Labor Code sections 201  
10 and 202 because they were required to wait until the next payroll cycle was processed to receive  
11 their earned wages.

12 103. More than thirty (30) days have passed since affected Waiting Time Subclass  
13 Members have left Defendants' employ, and on information and belief, they have not received  
14 payment pursuant to Labor Code § 203.

15 104. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages  
16 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

## 17 **FIFTH CAUSE OF ACTION**

### 18 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

#### 19 **(By Plaintiff and the Indemnification Subclass Against All Defendants)**

20 105. Plaintiff incorporates by reference and realleges each and every allegation contained  
21 above, as though fully set forth herein.

22 106. Plaintiff repeats and incorporates herein by reference each and every allegation set  
23 forth above, as though fully set forth herein.

24 107. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members  
25 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

26 108. Plaintiff, and on information and belief members of the Indemnification Class,  
27 were required to incur expenses in the performance of their assigned job duties. For example,  
28 Plaintiff and the Indemnification Class Members were required to incur numerous out of pocket

1 expenses, including costs for certain tools and equipment, including without limitation knives and  
2 special shoes, necessary for their jobs.

3 109. Upon information and belief, the Defendants did not reimburse Plaintiff or the  
4 Plaintiff's subclass for such expenses.

5 110. As a result of the unlawful acts of Defendants, Plaintiffs and the Plaintiffs'  
6 Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at  
7 trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon,  
8 attorneys' fees, and costs, pursuant to Labor Code §2802.

### 9 SIXTH CAUSE OF ACTION

#### 10 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED** 11 **EMPLOYEE WAGE STATEMENT PROVISIONS**

#### 12 **By Plaintiff and Wage Statement Subclass Against Defendants**

13 111. Plaintiff repeats and incorporates herein by reference each and every allegation set  
14 forth above, as though fully set forth herein.

15 112. Labor Code section 226(a) reads in pertinent part: "Every employer shall,  
16 semimonthly or at the time of each payment of wages, furnish each of his or her employees,  
17 either as a detachable part of the check, draft, or voucher paying the employee's wages, or  
18 separately when wages are paid by personal check or cash, an accurate itemized statement in  
19 writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all  
20 deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee  
21 is paid, (7) the name of the employee and only the last four digits of his or her social security  
22 number or an employee identification number other than a social security number, (8) the name  
23 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect  
24 during each the pay period and the corresponding number of hours worked at each hourly rate by  
25 the employee....".

26 113. Further, the IWC Wage Orders require in pertinent part: Every employer shall  
27 keep accurate information with respect to each employee including the following: (3) Time  
28 records showing when the employee begins and ends each work period. Meal periods, split shift

1 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the  
2 payroll period and applicable rates of pay....”

3 114. Labor Code section 1174 of the California also requires Defendants to maintain  
4 and preserve, in a centralized location, among other items, records showing the names and  
5 addresses of all employees employed and payroll records showing the hours worked daily by,  
6 and the wages paid to, its employees. On information and belief and based thereon, Defendants  
7 have knowingly and intentionally failed to comply with Labor Code section 1174, including by  
8 implementing the policies and procedures and committing the violations alleged in the preceding  
9 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is  
10 unlawful pursuant to Labor Code section 1175.

11 115. Under Labor Code section 226 and applicable IWC Wage Order, the wage  
12 statements Defendants provide to employees must show accurately show all wages owed and  
13 paid. Employers such as Defendants must also accurately report total hours worked by  
14 employees such as Plaintiff and Class Members, and all applicable hourly rates in effect during  
15 the hours worked, along with the total hours worked each day at each applicable hourly rate.  
16 The wage statements Defendants provided to Plaintiff and Class Members failed to comply with  
17 these requirements.

18 116. Defendants have failed to record many of the items delineated in applicable  
19 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section  
20 1174, including by virtue of the fact that each wage statement which failed to accurately  
21 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided  
22 meal and rest periods, or which failed to include compensation for all overtime hours worked,  
23 was an inaccurate wage statement. On information and belief, Defendants failed to implement  
24 and preserve a lawful record-keeping method to record all non-provided meal and rest periods  
25 owed to employees or all hours worked, as required for Non-Exempt Employees under  
26 California Labor Code section 226 and applicable California Wage Orders. In order to  
27 determine if they had been paid the correct amount and rate for all hours worked, Plaintiff and  
28 Class Members have been, would have been, and are compelled to try to discover the required



1 information missing from their wage statements and to perform complex calculations in light of  
2 the inaccuracies and incompleteness of the wage statements Defendants provided to them.

3 117. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC  
4 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage  
5 Statement Class with an accurate itemized statement in writing accurately reflecting all of the  
6 required information. Specifically, the wage statements provided to Class Members do not  
7 accurately show all pay rates, including shift differentials, and do not accurately show the  
8 overtime rate owed. In addition, in part Defendants' failure to provide accurate itemized wage  
9 statements is also a consequence of the above-specified violations for failure to accurately pay  
10 all wages owed and failure to pay meal and rest period premiums as required.

11 118. Moreover, upon information and belief, as a pattern and practice, in violation of  
12 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain  
13 accurate records pertaining to the total hours worked for Defendants by the members of the  
14 Wage Statement Class, including but not limited to, beginning and ending of each work period,  
15 meal period and split shift interval, the total daily hours worked, and the total hours worked per  
16 pay period and applicable rates of pay.

17 119. Plaintiffs and the members of the Wage Statement Class have suffered injury as a  
18 result of Defendants' failure to maintain accurate records for the members of the Wage  
19 Statement Class in that the members of the Wage Statement Class were not timely provided  
20 written accurate itemized statements showing all requisite information, such that the members of  
21 the Wage Statement Class were misled by Defendants as to the correct information regarding  
22 various items, including but not limited to total hours worked by the employee, net wages earned  
23 and all applicable hourly rates in effect during the pay period and the corresponding number of  
24 hours worked at each hourly rate.

25 120. Pursuant to Labor Code section 226, and in light of Defendants' violations  
26 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover  
27 up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.  
28



**SEVENTH CAUSE OF ACTION**  
**VIOLATION OF THE UNFAIR COMPETITION LAW**

**By Plaintiff and Class Against All Defendants**

121. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

122. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

123. Defendants' policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.*

124. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law.

125. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages, overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate itemized wage statements.

126. Plaintiff and the Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

127. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of

attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

**Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class;
3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

**On the First Cause of Action**

**(Failure to pay minimum wages)**

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

**On the Second Cause of Action**

**(Failure to pay overtime)**

1. For the unpaid balance of the full amount of any overtime, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

1 **On the Third Cause of Action**

2 **(Failure to Provide Lawful Meal Periods)**

- 3 1. For one (1) hour of premium pay for each day in which a required meal period was  
4 not lawfully provided;
- 5 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 6 3. For such other and further relief as the Court deems proper.

7 **On the Fourth Cause of Action**

8 **(Failure to Authorize and Permit Lawful Rest Periods)**

- 9 1. For one (1) hour of premium pay for each day in which a required rest period was  
10 not lawfully provided; and
- 11 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 12 3. For such other and further relief as the Court deems proper.

13 **On the Fifth Cause of Action**

14 **(Failure to Timely Pay Wages At Separation)**

- 15 1. For unpaid wages;
- 16 2. For penalties pursuant to Labor Code § 203;
- 17 3. For interest;
- 18 4. For reasonable attorneys' fees and costs; and
- 19 5. For such other and further relief as the Court deems proper.

20 **On the Sixth Cause of Action**

21 **(Failure to Reimburse Necessary Expenses)**

- 22 1. For unreimbursed sums;
- 23 2. For reasonable attorneys' fees and costs
- 24 3. For interest; and
- 25 4. For such other and further relief as the Court deems proper.

26 **On the Seventh Cause of Action**

27 **(Failure to Provide Accurate Itemized Wage Statements)**

- 28 1. For statutory penalties, including penalties pursuant to Labor Code section 226;

- 1           2.       For reasonable attorneys' fees and costs; and  
2           3.       For such other and further relief as the Court deems proper;

3                               **On the Eighth Cause of Action**

4                               **(Violation of the Unfair Competition Law)**

5           1.       That Defendants, jointly and/or severally, pay restitution and/or disgorgement of  
6 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum wages,  
7 overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for  
8 premium wages for meal and rest periods that were not provided to Plaintiff and Class Members  
9 over the last four (4) years in an amount according to proof;

10          2.       For reasonable attorneys' fees that Plaintiff and Class Members are entitled to  
11 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

12          3.       For pre-judgment interest on any unpaid overtime wages due from the day that such  
13 amounts were due;

14          4.       For costs of suit incurred herein that Plaintiff and Class Members are entitled to  
15 recover under the Labor Code; and

16          5.       For such other and further relief as the Court deems proper.

17                               **DEMAND FOR JURY TRIAL**

18          Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this  
19 matter.

20                                               Respectfully submitted,  
21

22  
23 Dated: March 26, 2022

24                                                 
25                                               JAMES HAWKINS, APLC  
                                              James R. Hawkins, Esq.  
                                              Christina M. Lucio, Esq.

26                                               Attorneys for Plaintiff LEOBARDO CASTANADA, on  
27                                               behalf of himself and all others similarly situated  
28