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7 Per local Rule, This case is assigned to
8 Judge Treat, Charles S, for all purposes.

SUMMONS ISSUED

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF CONTRA COSTA**

12 Case No. C23-02083

13 ENRIQUE SERRANO, MELISSA)
14 SERRANO, individually and as aggrieved)
15 employees pursuant to the Private)
Attorneys General Act (PAGA),)

16 Plaintiff,)
17)
18)

19 vs.)
20)

21 BACO REALTY CORPORATION;)
DOES 1 to 20, inclusive,)

22 Defendants)
23)
24)
25)

COMPLAINT FOR DAMAGES

1. **Failure to Pay Minimum Wage for All Hours Worked;**
2. **Failure to Provide Compliant Wage Statements;**
3. **Waiting Time Penalties;**
4. **Failure to Pay Overtime Wages;**
5. **Failure to Reimburse Business Expenses;**
6. **Violation of California Unfair Competition Law (Business & Professions Code § 17200 et seq.**
7. **Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 et seq.**

1 Plaintiffs ENRIQUE SERRANO, and MELISSA SERRANO (“Plaintiffs”) hereby file
2 this Complaint against Defendant BACO REALTY CORPORATION, and DOES 1 to 20,
3 inclusive, (hereinafter collectively referred to as “Defendants”). Plaintiffs allege the following:

4 **PARTIES AND JURISDICTION**

5 1. This is an enforcement action under the Labor Code Private Attorneys General Act of
6 2004 (“PAGA”), California Labor Code section 2698, *et seq.* to recover civil penalties and any other
7 available relief on behalf of Plaintiffs, the State of California, and other current and former
8 employees who worked for Defendants in California and who suffered at least one violation of the
9 Labor Code as set forth in this complaint, at any time between July 18, 2022, and judgement.

10 2. Plaintiff ENRIQUE SERRANO is an individual over the age of eighteen (18) and is now
11 and/or at all times mentioned in this Complaint was a resident of the State of California.

12 3. Plaintiff MELISSA SERRANO is an individual over the age of eighteen (18) and is now
13 and/or at all times mentioned in this Complaint was a resident of the State of California.

14 4. Plaintiffs are a married couple, and were employees of Defendants, providing services as
15 non-exempt employees in California.

16 5. Plaintiffs are informed and believe, and thereon allege, that Defendant BACO REALTY
17 CORPORATION is a California Corporation with its principal place of business in San Francisco,
18 California.

19 6. Plaintiffs are further informed and believe, and thereon allege, that each of the
20 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
21 joint venturer of the remaining defendants and was acting within the course and scope of that
22 relationship. Plaintiffs are further informed and believe, and thereon allege, that each of the
23 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
24 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
25 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiffs, who
26 therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure
27 section 474. Plaintiffs will amend this complaint to show such true names and capacities of Does 1
28 through 20, inclusive, when they have been determined.

1 7. The Contra Costa County Superior Court has jurisdiction in this matter under the
2 California Constitution, Article VI, section 10. The statute under which this action is brought does
3 not specify any other basis for jurisdiction.

4 8. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
5 the wrongful acts and violations of law asserted herein occurred within Contra Costa County.

6 9. On July 18, 2023, Plaintiffs filed their Labor Code § 2699.3 Private Attorney General Act
7 (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). If the
8 LWDA does not inform Plaintiffs that it intends to investigate Plaintiffs’ PAGA claims within the
9 statutory period, Plaintiffs may proceed in this Court to collect civil penalties.

10 **FACTS COMMON TO ALL CAUSES OF ACTION**

11 10. Plaintiffs, who are husband and wife, were employed as on-site co-managers of
12 Defendant’s Security Public Storage location in San Pablo, California from February 2017 to April,
13 2023. Plaintiffs and similarly situated employees worked for Defendant as non-exempt employees in
14 California and are/ were paid on hourly basis.

15 11. During the relevant period, Defendant did not allow Plaintiffs and similarly situated
16 employees to take their statutorily required meal periods. Defendant failed to provide Plaintiffs and
17 other similarly situated employees a 30-minute, duty-free meal period before the end of the fifth
18 hour of work as required under the law. Plaintiffs and similarly situated employees regularly missed
19 their meal periods and/ or they were provided late due to the necessity of having to complete
20 assigned duties, assist customers present in the office, or because no other employees were available.

21 12. Defendant also failed to provide rest periods to Plaintiffs and similarly situated
22 employees for every 4 hours worked or major fraction thereof. Plaintiffs previously informed
23 Defendant’s management that they could not take their meal or rest periods, but management has
24 failed to take action to ensure meal and rest periods were able to be taken by Plaintiffs and similarly
25 situated employees.
26
27
28

1 13. When Defendant required Plaintiffs and similarly situated employees to miss or work
2 through their meal and/or rest periods, Defendant failed to pay Plaintiffs and similarly situated
3 employees all statutorily required meal and rest period premiums owed.

4 14. These practices of Defendant have also resulted in unpaid minimum and overtime wages.

5 15. Defendant also failed to provide adequate lactation accommodations to Melissa Serrano.
6 Instead, Ms. Serrano was forced to use the restroom to express milk for her child while at work.

7 16. Plaintiffs and similarly aggrieved employees regularly worked over eight (8) hours a day
8 and/or forty (40) hours a week. However, Defendant did not pay these employees all overtime and
9 double time wages earned during their employment. Plaintiffs and similarly aggrieved employees
10 received bonuses and other nondiscretionary forms of remuneration on a regular basis. However,
11 Defendant failed to pay all overtime and double time hours at the regular rate of pay by failing to
12 include non-discretionary bonuses, pay earned from merchandise sales, and the value of employer-
13 provided housing in the calculation of the regular rate when paying overtime and double time hours
14 worked.

15 17. Defendant provided housing to Plaintiffs, and deducted taxes from Plaintiff's paychecks
16 based on the value of housing provided. However, this value was not calculated into the regular rate
17 of pay for payment of overtime. Defendant also failed to pay sick leave hours at the correct regular
18 rate of pay for the same reasons.

19 18. As a result of the violations listed above, Defendant did not provide Plaintiffs and
20 similarly situated employees legally compliant wage statements noting, among other things, total
21 hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate. As a result, Plaintiffs and similarly
23 situated employees were deprived of the information necessary to determine the total wages owed to
24 them from their wage statements alone. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93,
25 121 (2022).
26

27 19. Defendants also did not provide Plaintiffs and similarly situated aggrieved employees all
28 wages, including, without limitation, unpaid wages, unpaid off-the-clock work, and meal and rest

1 break premium pay, owed upon their termination or within seventy-two (72) hours of their
2 separation from employment. *See Naranjo*, 13 Cal. 5th at 118.

3 20. Nor did Defendant reimburse Plaintiffs and similarly situated employees for cell phone
4 usage for business purposes. Plaintiffs and similarly situated employees used their cell phones for
5 business purposes on a regular basis and were not reimbursed by Defendant. Plaintiffs were
6 contacted on their cell phones at all times during work as well as before and after work hours on
7 their personal cell phones. This included calls from customers, and when security alarms were
8 triggered at the storage facility. Plaintiffs were required by Defendant to review security camera
9 footage on their cell phones if they were offsite when an alarm was triggered, including in the
10 middle of the night or on days off work. Plaintiffs were not paid for this time in responding to phone
11 calls, security alarms, or reviewing security footage if it was outside of their scheduled shift time.
12

13 21. Plaintiffs are informed and believe that Defendants committed other violations of the
14 California Labor Code, including but not limited to those identified in this complaint. Pursuant to
15 *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiffs intend to seek civil
16 penalties for all violations of the California Labor Code, whether they experienced them personally
17 or not.

18 22. Upon information and belief, all transactions regarding hiring, terminations, promotions,
19 pay increases, etc. relating to Defendant's California employees were submitted to and processed by
20 Defendant's HR department in its corporate headquarters. Additionally, on information and belief,
21 Defendants' corporate records, in particular HR and pay records pertaining to Defendants' California
22 employees, are also maintained at Defendant's corporate headquarters.

23 23. Upon information and belief, Defendant maintains a central Payroll department at its
24 corporate headquarters, which processes payroll for all Defendant's employees, including Plaintiffs
25 and similarly situated, aggrieved employees.

26 24. At all times herein set forth, PAGA provides that any provision of law under the Labor
27 Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected
28 by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as

1 an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
2 themselves and other current or former employees pursuant to procedures outlined in California
3 Labor Code section 2699.3.

4 25. PAGA defines an aggrieved employee in Labor Code section 2699(c) as “any person who
5 was employed by the alleged violator and against whom one or more of the alleged violation was
6 committed.”

7 26. Plaintiffs and other current and former employees of Defendant are aggrieved employees
8 as defined by the Labor Code in that they are all Defendants’ current or former employees and one
9 or more of the alleged violations was committed against them.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED**

12 27. Plaintiff hereby incorporates by reference Paragraphs 1 through 26 of this Complaint as if
13 fully set forth herein and for a cause of action alleges as follows:

14 28. Defendants were required to compensate Plaintiffs with at least the State’s minimum
15 wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

16 29. Defendants were aware of their obligation to pay the minimum wages but failed to do so.

17 30. Defendants’ conduct described herein violates California Labor Code section 1194, and
18 Wage Orders. As a proximate result of Defendants’ conduct, Plaintiffs have been damaged and
19 deprived of minimum wages, in an amount to be established at trial. Plaintiffs now seek these
20 wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney’s fees and
21 costs, and interest pursuant to California Labor Code section 1194.

22 **SECOND CAUSE OF ACTION**
23 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

24 31. Plaintiff incorporates by reference and re-allege paragraphs 1 through 30 as though fully
25 set forth herein.

26 32. According to Labor Code section 226(a), an employer must provide an itemized
27 statement to an employee, semi-monthly or at the time of each payment of wages, showing:
28

gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

33. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage statements provided to Plaintiffs all hours worked and the correct regular rate for overtime purposes.

34. Additionally, Plaintiffs allege they suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiffs cannot promptly and easily determine (i.e. a reasonable person in each Plaintiffs' position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone.

35. Plaintiffs are entitled to, and do hereby seek, injunctive relief requiring Defendants to comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

1 **THIRD CAUSE OF ACTION**
2 **WAITING TIME PENALTIES**

3 36. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 43 as though fully
4 set forth herein.

5 37. An employer must pay an employee who is terminated all unpaid wages immediately
6 upon termination. Labor Code § 201.

7 38. An employer must pay an employee who resigns all unpaid wages within seventy-two
8 (72) hours of resignation. Labor Code § 202.

9 39. An employer who willfully fails to pay an employee wages in accordance with Labor
10 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
11 days. Labor Code § 203.

12 40. Plaintiffs did not receive all wages, including minimum and overtime wages and meal
13 and rest period premiums, at their termination or separation from employment. Specifically,
14 Defendants failed to pay Plaintiffs all wages owed at the time of termination.

15 41. Defendants knew of their obligation to pay Plaintiffs for all hours worked because they
16 had knowledge Plaintiffs were, at all times, non-exempt employees, worked over eight (8) hours a
17 day and/or forty (40) hours a week. Such conduct shows Defendants' knowledge of their obligation
18 to pay all wages owed upon termination and willful refusal.

19 42. As a proximate result of the Defendants' conduct, Plaintiffs have been damaged and
20 deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for
21 Defendants' failure to pay all wages due in an amount to be established at trial.
22

23 **FOURTH CAUSE OF ACTION**
24 **FAILURE TO PAY OVERTIME WAGES**

25 43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully
26 set forth herein.

27 44. During the period Plaintiffs were employed by Defendants, Defendants were required to
28 compensate them one and one-half (1½) times the regular rate of pay for hours worked in excess of

1 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
2 hours worked in excess of twelve (12) hours per day. See California Labor Code §§ 510, 1194.
3 Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40) hours per
4 week, Defendants failed to pay all overtime wages owed to them.

5 45. Plaintiffs were non-exempt employees under the administrative, executive, or
6 professional exemptions of the applicable Wage Order and California Labor Code section 510.

7 46. On information and belief, Defendant failed to record and pay Plaintiffs for all hours
8 worked, thus Plaintiffs and other employees in California were underpaid overtime wages.

9 47. Defendants' conduct described herein violates California Labor Code sections 510 and
10 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs have been
11 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiffs now
12 seek these wages, attorney's fees and costs, and interest pursuant to California Labor Code sections
13 1194.

14
15 **FIFTH CAUSE OF ACTION**
FAILURE TO REIMBURSE BUSINESS EXPENSES

16 48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully
17 set forth herein.

18 49. Labor Code section 2802(a) states that "An employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
20 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
21 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
22 unlawful."

23 50. Defendants knew that Plaintiffs were required to use their personal cell phones for work
24 purposes, including for calls, texts, responding to alarms, and reviewing security footage required for
25 work purposes. However, Defendants did not reimburse Plaintiffs for these expenses.

26 51. Defendants' conduct described herein violated California Labor Code section 2802. As a
27 proximate result of Defendants' conduct, Plaintiffs have been damaged in an amount to be
28

1 established at trial, and is entitled to recover these damages, as well as interest and reasonable
2 attorney's fees and costs, pursuant to statute.

3 **SIXTH CAUSE OF ACTION**
4 **(Unfair Competition)**

5 52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully
6 set forth herein.

7 53. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
8 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter
9 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.
10 See Cal. Bus. and Prof. Code §§ 17200 *et seq.*

11 54. Defendants committed numerous violations of the California Labor Code throughout the
12 employment relationship.

13 55. Plaintiffs are also informed and believe and thereon allege that such actions and/or
14 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
15 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*,
16 23 Cal. 4th 163 (2000).

17 56. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to the
18 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to
19 restitution as a result of its unfair business practices, including, but not limited to, public injunctive
20 relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208,
21 violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject
22 to proof at trial, for four (4) years from the filing of this Action.

23
24 **SEVENTH CAUSE OF ACTION**
25 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**

26 57. Plaintiffs incorporate by reference and re-allege paragraphs 1-64 above as though fully
27 set forth herein.
28

1 58. Plaintiffs bring this cause of action as a proxy for the State of California and in this
2 capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violations of the
3 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
4 violations identified above.

5 59. On July 18, 2023, Plaintiffs, through counsel, sent written notice to the LWDA regarding
6 Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,
7 PAGA. If the LWDA does not inform Plaintiff that it intends to investigate Plaintiff's PAGA claims
8 within the statutory period, Plaintiff may proceed in this Court to collect civil penalties.

9 60. Plaintiffs are is thus entitled to recover civil penalties on behalf of the State of California
10 and all aggrieved employees for all violations of the Labor Code from July 18, 2022, through trial on
11 this matter.

12 61. Defendants' conduct, as alleged herein, violated various sections of the California labor
13 Code, including but not limited to, the following:

14 62. Labor Code section 226 requires employers to furnish to employees with "an accurate
15 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
16 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
17 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
18 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
19 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
20 only the last four digits of his or her social security number or an employee identification number
21 other than a social security number, (8) the name and address of the legal entity that is the employer .
22 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
23 of hours worked at each hourly rate by the employee . . ." For the reasons stated above, Defendants
24 failed to comply with these requirements with respect to Plaintiffs and similarly situated employees
25 in violation of the Labor Code.
26

27 63. Labor Code sections 510 and 1194 require employers to pay employees overtime for any
28 work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any

1 one workweek. Employers must also pay overtime for the first eight (8) hours worked on the
2 seventh day of work in any one workweek. Finally, employers must pay double time for all hours
3 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
4 hours on the seventh day of work in any one workweek. As stated above, Plaintiffs and similarly
5 situated employees worked over eight (8) hours per day and forty (40) hours per week and were not
6 paid correct overtime wages. Plaintiffs and all similarly situated employees are entitled to recover
7 all unpaid overtime wages. Failure to pay such wages is against the law.

8 64. Labor Code sections 201–203 require that all wages be paid to employees upon
9 separation and/or termination of employment. Here, for the reasons stated above, Plaintiffs and
10 similarly situated employees did not receive all final wages due and owing to them at the time of
11 termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This
12 is in violation of the Labor Code.

13 65. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require
14 employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For
15 the reasons stated above, Plaintiffs and similarly situated employees were not authorized and
16 permitted to take legally compliant meal periods pursuant to California law.

17 66. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require
18 employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or
19 major fraction thereof worked. For the reasons stated above, Plaintiffs and similarly situated
20 employees were not authorized and permitted to take legally compliant rest periods pursuant to
21 California law in violation of the Labor Code. Defendants also failed to pay rest period premiums
22 for their failure to provide rest periods.

23 67. During the period Plaintiffs and similarly situated employees were employed by
24 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that
25 they worked. *See, e.g.*, IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,
26 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
27 Plaintiff and similarly situated employees at least minimum wage for all hours worked. Thus,
28

1 Plaintiffs and similarly situated employees were not paid at least the applicable state minimum wage
2 for all hours worked in violation of the Labor Code.

3 68. Labor Code section 2802(a) states that “An employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
5 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
6 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
7 unlawful.” For the reasons stated above, Defendant failed to pay required reimbursements to
8 Plaintiffs and similarly situated employees for required business expenses in violation of the Labor
9 Code.

10 69. Labor Code sections 1030-1032 require California employers to provide an employee
11 with the use of a room or other location for the employee to express milk in private. The statutes
12 also require that the location not be a restroom, that it must be in close proximity to the employee’s
13 work area, shielded from view, that it is free from intrusion while the employee is expressing milk,
14 that it be safe, clean, and free of hazardous materials, that it contain a surface to place a breast pump
15 and personal items and a place to sit, and that it must have access to electricity or alternative devices,
16 including, but not limited to, extension cords or charging stations, needed to operate an electric or
17 battery-powered breast pump. For the reasons stated above, Defendants failed to comply with these
18 requirements with respect to Plaintiff Melissa Serrano and similarly situated employees in violation
19 of the Labor Code.
20

21 70. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal.
22 Rptr. 3d 502, 513 (2018), Plaintiffs seek civil penalties on behalf of the State of California and all
23 aggrieved employees for all violations of the California Labor Code, whether he experienced them
24 personally or not.
25

26 **DAMAGES**

27 WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

- 28 1. A jury trial;

2. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
3. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
4. For an award to Plaintiffs of costs of suit incurred herein and reasonable attorney's fees;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiffs of such other and further relief as the Court deems just and proper.

Dated: August 22, 2023

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiffs ENRIQUE and
MELISSA SERRANO

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: August 22, 2023

Castle Law: California Employment Counsel

By: 

Kent L. Bradbury
Timothy B. Del Castillo
Attorneys for Plaintiffs ENRIQUE AND MELISSA
SERRANO