

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, ANTHONY BRANDEN GONZALEZ
on behalf of himself and all others similarly situated

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

ANTHONY BRANDEN GONZALEZ on
behalf of himself and all others similarly
situated

Plaintiff,

vs.

SIERRACIN/SYLMAR CORPORATION, a
California corporation; BELCAN SERVICES
GROUP, LP, an OHIO limited partnership and
DOES 1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Timely Pay Wages During Employment**
- 5) Failure to Timely Pay Wages at Termination**
- 6) Failure to Provide Accurate, Itemized Wage Statements**
- 7) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

Plaintiff ANTHONY BRANDEN GONZALEZ on behalf of himself and all others
similarly situated assert claims against Defendants SIERRACIN/SYLMAR CORPORATION,

BELCAN SERVICES GROUP, LP and DOES 1 through 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

I.

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought against Defendants SIERRACIN/SYLMAR CORPORATION ("SIERRACIN/SYLMAR") BELCAN SERVICES GROUP, LP ("BELCAN") and any subsidiaries and affiliated companies (hereinafter "Defendants") on behalf of Plaintiff ANTHONY BRANDEN GONZALEZ (hereinafter "Plaintiff") and all employees not classified as "Exempt", or primarily employed in executive, professional, or administrative capacities, who worked at SIERRACIN/SYLMAR . locations in California either employed directly by SIERRACIN/SYLMAR and/or jointly with BELCAN (hereinafter referred to as "Non-Exempt Employees" and/or "Class Members")

2. During the liability period, defined as the applicable statute of limitations for each and every cause of action contained herein, Defendants enforced shift schedules, employment policies and practices, and workload requirements wherein Plaintiff and all other Non-Exempt Employees: (1) were not paid proper wages they earned for all hours they worked; (2) were not permitted to take their full statutorily authorized rest and meal periods, or had their rest and meal periods shortened or provided to them late due to the scheduling and work load and time requirements placed upon them by Defendants. Defendants failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the meal period and/or rest period that was not properly provided; and employees were not properly reimbursed for out-of-pocket expenses.

3. During the liability period, Defendants have failed to reimburse Class Members for business expenses incurred in the performance of their job duties.

4. During the liability period, Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

5. During the liability period, Defendant failed to abide by the legal temperature requirements in the workplace.

6. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 510, 512, 1194, 1198, 1199, 2802, California Code of Regulations, Title 8, section 11010 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

7. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

8. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous commercial activities in Los Angeles County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Los Angeles County, California.

III.

PARTIES

9. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

10. Defendant SIERRACIN/SYLMAR is a California corporation which is headquartered in Sylmar, California.

11. Defendant BELCAN is an Ohio limited partnership headquartered in Chatsworth, California.

12. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to

1 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
2 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the
3 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
4 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
5 true names and capacities of the Defendants designated hereinafter as DOES when such
6 identities become known.

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

11 IV.

12 **FACTUAL BACKGROUND**

13
14 14. On information and belief, Defendant SIERRACIN/SYLMAR supplies
15 transparencies such as windows and windshields to the aerospace industry.

16 15. On information and belief, Defendant BELCAN provides employment staffing
17 services to companies in California including SIERRACIN/SYLMAR.

18 16. Plaintiff was employed by Defendants from approximately July 11, 2022 through
19 on or about May 2, 2023. Initially, he was hired to work at SIERRACIN/SYLMAR through
20 BELCAN. Thereafter, in or about January 2023, he was hired directly by Defendant
21 SIERRACIN/SYLMAR.

22 17. During his employment with Defendants, Plaintiff occupied the non-exempt
23 position of Assembler. His duties and responsibilities included, but were not limited to, working
24 on airplane windows. Plaintiff was typically scheduled to work shifts of eight (8) to nine (9)
25 hours five (5) to six (6) times a week.

26 18. During the liability period, Defendants implemented policies and practices which
27 resulted in Plaintiff and Non Exempt Employees not receiving minimum wage and/or overtime
28 compensation for all hours worked. For instance, Plaintiff was frequently required to wait in line
to clock in and/or out at the beginning and end of his shifts for a minimum of 7 to 10 minutes a

1 day without compensation. Additionally, there were occasions in which Plaintiff was required to
2 continue working after clocking out at the end of his shift. Defendants did not compensate
3 Plaintiff or Non-Exempt employees for this off-the-clock work.

4 19. During the liability period, Defendants failed to include non- discretionary
5 compensation including, but not limited to, bonuses and shift differential payments in the
6 calculation of overtime compensation;

7 20. During the liability period, due to the work load requirements and time constraints
8 imposed by Defendants during each shift, Plaintiff and Class Members were required to work in
9 excess of five (5) hours without a minimum, uninterrupted thirty (30) minute meal period and
10 were not compensated one (1) hour of pay at their regular rate of compensation for each workday
11 that a compliant meal period was not provided, in violation of California labor laws, regulations
12 and IWC Wage Order. For instance, Plaintiff' and other Non Exempt Employees' meal breaks
13 were frequently provided over 5 hours after the start of their shifts.

14 21. Due to the workload requirements and time constraints imposed by Defendants,
15 Plaintiff and Class Members were frequently required to work without being permitted or
16 authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof.
17 Plaintiff and Class Members were not compensated one (1) hour of pay at their regular rate of
18 compensation for each workday that a rest period was not provided, in violation of California
19 labor laws, regulations, and IWC Wage Orders. For instance, Plaintiff and Non- Exempt
20 Employees were not allowed to leave the premises during their rest breaks in violation of
21 California law..

22 22. Defendants have also failed to maintain accurate itemized records reflecting total
23 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
24 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

25 23. On Plaintiff's day of termination, Plaintiff did not receive his final paycheck in
26 accordance with Labor Code section 203 and was not compensated for waiting to receive his
27 final paycheck.

28 24. During the liability period, Defendant SIERRACIN/SYLMAR failed to abide by
the legal workplace temperature requirements by allowing temperatures inside the work place to

1 get excessively hot in violation of IWC Wage Order, section 15. At times, the temperature
2 inside Defendant's workplace even reached temperatures in the mid 80 degrees fahrenheit

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 currently employ and during the relevant period have employed over one hundred (100)
5 employees in the State of California in non-exempt hourly positions.

6 26. Non-Exempt Employees employed by DEFENDANTS, at all times pertinent
7 hereto, have been non-exempt employees within the meaning of the California Labor Code, and
8 the implementing rules and regulations of the IWC California Wage Orders.

9 **V.**

10 **CLASS ACTION ALLEGATIONS**

11 27. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
12 are or were employed by Defendants in the state of California to work for
13 SIERRACIN/SYLMAR as non- exempt employees, within four (4) years prior to the date this
14 lawsuit is filed ("liability period") until resolution of this lawsuit (collectively referred to as the
15 "Class" and/or Class Members").

16 28. Plaintiff also seeks to represent Subclasses which are composed of persons
17 satisfying the following definitions:

18 a. All persons who are or were employed by Defendants in the state of
19 California to work for SIERRACIN/SYLMAR and were not accurately and fully paid all lawful
20 wages owed to them including proper minimum wages for all their hours worked;

21 b. All persons who are or were employed by Defendants in the state of
22 California to work for SIERRACIN/SYLMAR and were not accurately and fully paid all lawful
23 wages owed to them including proper overtime compensation for all their hours worked;

24 c. All persons who are or were employed by Defendants in the state of
25 California to work for SIERRACIN/SYLMAR, within the liability period, who have not been
26 provided a statutorily compliant 30-minute meal period when they worked over five hours in a
27 work shift and were not provided compensation in lieu thereof;

28 d. All persons who are or were employed by Defendants in the state of

1 California to work for SIERRACIN/SYLMAR, within the liability period, who have not been
2 provided a statutorily compliant ten (10) minute rest period for every four (4) hours or major
3 fraction thereof worked per day and were not provided compensation in lieu thereof;

4 e. All Class Members employed by DEFENDANTS in the state of California
5 as hourly non-exempt employees who, within the liability period, were not provided with
6 accurate and complete itemized wage statements.

7 f. All persons who are or were employed by Defendants in the state of
8 California to work for SIERRACIN/SYLMAR, within the liability period, who were not timely
9 paid all wages due and owed to them during their employment with Defendants; and

10 g. All persons who are or were employed by Defendants in the state of
11 California to work for SIERRACIN/SYLMAR, who within the liability period, were not timely
12 paid all wages due and owed to them upon the termination of their employment with Defendants.

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

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

19 **A. Numerosity**

20 31. The potential members of the Class as defined are so numerous that joinder of all
21 the members of the Class is impracticable. While the precise number of Class Members has not
22 been determined at this time, Plaintiff is informed and believes that Defendants currently
23 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
24 Employees in California who are or have been affected by Defendants' unlawful practices as
25 alleged herein.

26 **B. Commonality**

1 32. There are questions of law and fact common to the Class predominating over any
2 questions affecting only individual Class Members. These common questions of law and fact
3 include, without limitation:

- 4 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC Wage
5 Orders by failing to pay all earned wages including overtime compensation to Non-
6 Exempt Employees who worked “off the clock” and in excess of eight (8) hours in a
7 work day and/or more than forty (40) hours in a workweek;
- 8 ii. Whether Defendants also violated Labor Codes §§ 200, 1194, and 1197 for failing to
9 pay minimum wages to Non Exempt Employees who worked “off the clock” “under the
10 Defendants’ control;
- 11 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage
12 Order by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt
13 Employees on days in which they worked more than 5 hours and failing to compensate
14 said employees one hour’s wages in lieu of meal periods;
- 15 iv. Whether Defendants violated Labor Code § 226.7 and applicable IWC Wage Orders by
16 failing to authorize and permit minimum 10-minute rest periods to Non-Exempt
17 Employees for every four hours or major fraction thereof worked and failing to
18 compensate said employees one hour’s wages in lieu of rest periods;
- 19 v. Whether Defendants violated Labor Code § 226 and applicable IWC Wage Orders by
20 failing to, among other violations, provide statutorily compliant itemized wage statements
21 to Non-Exempt Employees;;
- 22 vi. Whether Defendants violated Labor Code §§ 201-203 by failing to pay all earned
23 wages and/or premium wages due and owing at the time that any Class Members’
24 employment with Defendant terminated;
- 25 vii. Whether Defendant violated section 210 of the Labor Code by failing to pay all earned
26 wages and/or premium wages due and owing when such wages were due and payable;
- 27 viii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions
28 Code and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512,

1194, 1199, and applicable IWC Wage Orders, violation of which constitutes a violation of fundamental public policy;

C. Typicality

33. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

34. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

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

36. 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.

**VI.
CAUSES OF ACTION**

First Cause of Action

Failure to Pay Lawful Wages Including Overtime Wages and Minimum Wage
(Lab. Code §§510, 1194, 1199)
(Against All Defendants)

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

1 38. As discussed herein, during the liability period Defendants' policies, practices and
2 work shift requirements resulted in Plaintiff and Class Members working "off the clock" and not
3 receiving compensation for all earned wages including overtime and/or minimum wage in
4 violation of California state wage and hour laws.

5 39. During the liability period, Defendants' policies and/or practices resulted in
6 Plaintiff and Non Exempt Employees working off the clock and in excess of eight (8) hours in a
7 workday and/or forty (40) hours in a workweek without receiving the proper compensation at the
8 rate of time and one-half (1 1/2) of such employee's regular rate of pay

9 40. During the liability period, Defendants' policies and/or practices resulted in
10 Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off
11 the clock while subject to the control of Defendant all without pay. Labor Code § 1197 provides
12 that employees are to be paid minimum wage for each hour worked.

13 41. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
14 represent have been deprived of compensation for all earned wages including minimum wage
15 and overtime compensation in amounts to be determined at trial, and are entitled to recovery of
16 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor
17 Code section 1194 .

18 42. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
19 described herein and below.

20 **Second Cause of Action**
21 Failure to Provide Lawful Meal Periods
22 Or Compensation in Lieu Thereof
23 (Lab. Code §§ 226.7, 512, IWC Wage Orders)
 (Against All Defendants)

24 43. Plaintiff repeats and incorporates herein by reference each and every allegation
25 set forth above, as though fully set forth herein.

26 44. By failing to provide timely, 30-minute uninterrupted meal periods for days on
27 which Non-Exempt employees work(ed) work periods more than 5 hours and failing to provide
28

1 compensation for such statutorily non-compliant meal periods, Defendant violated the provisions
2 of Labor Code § 512 and applicable IWC Wage Orders.

3 45. By failing to record and maintain adequate and accurate time records according to
4 sections 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and Class
5 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
6 and Class Members.

7 46. As a result of the unlawful acts of Defendants, Plaintiff, and the Class he seeks to
8 represent, have been deprived of premium wages in amounts to be determined at trial, and are
9 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
10 226.7.

11 47. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
12 described herein and below.

13
14 **Third Cause of Action**
15 Failure to Provide Rest Periods
16 Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, IWC Wage Orders)
(Against All Defendants)

17 48. Plaintiff repeats and incorporates herein by reference each and every allegation
18 set forth above, as though fully set forth herein.

19 49. By failing to provide statutorily compliant minimum ten (10) minute rest period
20 for every four hours or major fraction thereof worked per day by Non-Exempt Employees, and
21 failing to provide compensation for such non-compliant rest periods, as alleged above,
22 Defendants willfully violated the provisions of Labor Code § 226.7 and IWC applicable Wage
23 Orders.

24 50. As a result of the unlawful acts of Defendants, Plaintiff, and the Class he seeks to
25 represent, have been deprived of premium wages in amounts to be determined at trial, and are
26 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
27 226.7.
28

1 51. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
2 described herein and below.

3 **Fourth Cause of Action**

4 Failure to Timely Pay Wages During Employment
5 (Lab. Code § 204)
6 (Against All Defendants)

7 52. Labor Code § 204 requires that all wages are due and payable twice in each
8 calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
9 sections became due and payable to Plaintiff and Class Members in each month that he or he was
10 not paid all lawful wages owed or provided with lawful meal period or rest period to which he or
11 he was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when they
12 were due and payable.

13 53. Labor Code section 210 (a) provides that “In addition to, and entirely independent
14 and apart from, any other penalty provided in this article, every person who fails to pay the
15 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
16 205.5, and 1197.5, shall be subject to a penalty as follow:

17 54. For any initial violation, one hundred dollars (\$100) for each failure to pay each
18 employee.

19 55. For each subsequent violation, or any willful or intentional violation, two hundred
20 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
21 withheld.

22 56. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
23 Class he seeks to represent have been deprived of wages in amounts to be determined at trial, and
24 are entitled to recovery of such amounts, plus interest and penalties.

25 57. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
26 described herein and below.

27 **Sixth Cause of Action**

28 Failure to Timely Pay Wages Due at Termination
 (Lab. Code §§ 201-203)
 (Against All Defendants)

1 58. Plaintiff repeats and incorporates herein by reference each and every allegation
2 set forth above, as though fully set forth herein.

3 59. Sections 201 and 202 of the California Labor Code require Defendants to pay its
4 employees all wages due within 72 hours of termination of employment. Section 203 of the
5 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
6 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
7 full or an action is commenced. The penalty cannot exceed 30 days of wages.

8 60. As alleged herein, affected class members are entitled to compensation for all
9 forms of wages earned, including, overtime compensation, minimum wage, correct sick pay
10 wages and compensation for non-provided rest and meal periods but to date have not received
11 such compensation therefore entitling them Labor Code section 203 penalties.

12 61. More than 30 days have passed since Plaintiff and affected Class Members have
13 left Defendants' employ, and on information and belief, have not received payment pursuant to
14 Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all earned
15 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
16 section 203 for failure to pay legal wages.

17 62. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
18 described herein and below.

19
20 **Seventh Cause of Action**

21 Knowing and Intentional Failure to Comply With Itemized Employee
22 Wage Statement Provisions
23 (Lab. Code § 226(b))
24 (Against All Defendants)

25 63. Plaintiff repeats and incorporates herein by reference each and every allegation
26 set forth above, as though fully set forth herein

27 64. Section 226(a) of the California Labor Code requires Defendants to itemize in
28 wage statements all deductions from payment of wages and to accurately report total hours
worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
Defendants to maintain time records showing, among others, when the employee begins and

ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and the members of the proposed class. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code § 226.

65. Plaintiff and Class Members have been injured by Defendants' actions by rendering them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

66. Pursuant Labor Code § 226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violation.

67. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Eighth Cause of Action
Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

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

69. Business & Professions Code Section 17200 provides:
As used in this chapter, unfair competition shall mean and include any **unlawful, unfair** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

70. Defendant's violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

71. The actions of Defendant, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, et seq.

72. Plaintiff and Class Members have been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein.

73. As a direct and proximate result of the unfair business practices of Defendant, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff Class as a result of the business acts and practices described herein.

74. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

VII.

PRAAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code § 203;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194;
7. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: April 26, 2024

JAMES HAWKINS, APLC

James R. Hawkins
Isandra Y. Fernandez, Esq.
Lance Dacre, Esq.
Kacey E. Cook, Esq.
Attorneys for Plaintiff