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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ORTEGA, JUAN CARLOS MARQUEZ, an
individual, on behalf of himself and all others
similarly situated;

Plaintiff,

v.

CREATIVE STONE MFG., INC., a
California Corporation; and DOES 1 through
10, inclusive;

Defendants.

CASE NO.: CVRI2403424

[CLASS ACTION]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages [Labor Code §§ 1194, 1194.2, 1197.1];
2. Failure to Pay Overtime [Labor Code §§ 510, 1194, 1198];
3. Failure to Provide Meal Periods [Labor Code §§ 226.7, 512]
4. Failure to Provide Rest Periods [Labor Code § 226.7]
5. Failure to Provide Accurate Wage Statements [Labor Code § 226(a)]
6. Failure to Reimburse Business Expenses [Labor Code § 2802]
7. Unlawful Competition/Unlawful Business Practices [Bus. & Prof. Code § 17200 et seq.]; and,
8. Violations of the California Attorney General Act [Labor Code § 2698 et seq.]

JURY TRIAL DEMANDED

1 Plaintiff JUAN CARLOS MARQUEZ ORTEGA on behalf of himself and all others
2 similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this action as a Class Action pursuant to California Code of Civil
5 Procedure section 382 on behalf of himself and other current and former non-exempt California
6 employees of Defendant CREATIVE STONE MFG., INC., and DOES 1 through 10, inclusive
7 (collectively “Defendants”). This action arises from Defendants’ unlawful employment practices,
8 including failing to pay minimum wages and overtime for all hours worked, failing to provide
9 compliant meal and rest periods, failing to pay overtime and meal and rest period premiums at the
10 correct rates, failing to reimburse business expenses, failing to timely pay all wages upon separation
11 of employment, and failing to provide accurate wages statements.

12 2. All allegations in this Complaint are based upon information and belief except those
13 allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal
14 knowledge. Each allegation in this Complaint has evidentiary support and/or is likely to have
15 evidentiary support after reasonable opportunity for further investigation and formal discovery.

16 3. Defendants have engaged in a systematic pattern of wage and hour abuse towards
17 Plaintiff and other current and former non-exempt employees by denying them specific rights
18 afforded to them under California law, including the California Labor Code and applicable Industrial
19 Welfare Commission (“IWC”) Wage Order.

20 4. At all relevant times, Defendants maintained uniform and consistent policies and
21 practices of:

- 22 a. failing to pay Plaintiff and similarly situated employees minimum wages for
23 all hours worked;
- 24 b. failing to pay Plaintiff and similarly situated employees overtime wages;
- 25 c. failing to provide Plaintiff and similarly situated employees compliant meal
26 periods and to pay meal period premiums at the correct rates;
- 27 d. failing to provide Plaintiff and similarly situated employees compliant rest
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- 1 periods and to pay rest period premiums at the correct rates;
- 2 e. failing to reimburse Plaintiff and similarly situated employees for business
- 3 expenses, including use of their personal cellular phones; and,
- 4 f. failing to provide Plaintiff and similarly situated employees with accurate
- 5 wage statements.

6 **JURISDICTION AND VENUE**

7 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of

8 Civil Procedure 395(a). Defendants conduct business in this County, maintain offices, transact

9 business, and/or have an agent in this County. Defendants employed Plaintiff and similarly

10 situated employees, and committed the unlawful activities subject to this Complaint, in this

11 County.

12 **THE PARTIES**

13 6. Plaintiff is, and at all relevant times, was a resident of San Diego County, California.

14 Plaintiff was employed by Defendants as non-exempt hourly employee from September 2018 to

15 present.

16 7. Defendant CREATIVE STONE MFG., INC. is a California corporation that

17 manufactures and sells stone veneer and other products across the county. Its Corporate

18 Manufacturing, Distribution and Sales Facility is located at 342 Perry St, Perris, CA 92571.

19 8. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,

20 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of

21 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants

22 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff

23 will seek leave of court to amend this Complaint to reflect the true names and capacities of

24 Defendants designated as DOES when those identities become known.

25 9. At all relevant times, each Defendant acted as an agent, servant, employee, co-

26 conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged

27 herein acted within the course and scope of such agency, employment, alter-ego and/or in

1 furtherance of the joint venture. Each of the Defendant's acts alleged herein was done with the
2 permission and consent of each of the other Defendants.

3 **CLASS ACTION ALLEGATIONS**

4 10. Plaintiff brings this action on behalf of himself, and all others similarly situated as a
5 Class Action pursuant to Code of Civil Procedure section 382. The Class that Plaintiff seeks to
6 represent is defined as: All non-exempt employees who were employed by Defendants in the State
7 of California at any time in the four-year period preceding the filing of this Complaint.

8 11. Plaintiff reserves the right under California Rules of Court, Rule 3.765(b) to amend
9 or modify the class definition with greater specificity or to further divide the Class into subclasses.

10 12. Defendants have engaged in the same unlawful acts and omissions described herein
11 with respect to each member of the Class during the Class Period.

12 13. This action may be maintained as a class action pursuant to Code of Civil
13 Procedure section 382 because there is a well-defined community of interest among many persons,
14 and it is impractical to bring individual suits before this Court.

15 14. **Ascertainable Class:** The potential members of the Class are ascertainable because
16 they can be identified and located using Defendants' payroll and personnel records.

17 15. **Numerosity:** The potential members of the Class are so numerous that joining all
18 members would be impractical and unfeasible. The disposition of their claims in a single lawsuit
19 will benefit both the parties and the Court. The number of Class members is unknown to Plaintiff,
20 who is informed and believes that the Class exceeds one hundred individuals.

21 16. **Typicality:** The claims of Plaintiff are typical of the claims of Class members,
22 because Plaintiff and Class members were subjected to the same violations of the Labor Code and
23 applicable IWC Wage Order committed by Defendants, and they sustained similar injuries and
24 damages arising out of Defendants' common policies and practices.

25 17. **Adequacy:** Plaintiff is an adequate representative of the Class, will fairly protect
26 the interest of Class members, has no interests antagonistic to the members of the Class, and will
27 vigorously pursue the suit. Plaintiff's attorney is competent, skilled and experienced in litigating

1 employment law class actions.

2 18. **Superiority:** Class action is superior to other available means for the fair and
3 efficient adjudication of this controversy. Individual joinder of all Class members is not
4 practicable or feasible, and questions of law and fact common to the Class predominate over
5 questions affecting only individual Class members. All Class members have been damaged by the
6 unlawful policies and practices discussed herein. A class action will allow the Class members to
7 determine the legality of these uniform policies and practices in a single lawsuit, which is the most
8 efficient and economical process for the Court and the parties.

9 19. The predominating common questions or law in fact include:

- 10 a. whether Defendants paid Class members minimum wages for all hours
11 worked;
12 b. whether Defendants paid Class members overtime for all overtime hours
13 worked;
14 c. whether Defendants provided Class members with compliant meal periods;
15 d. whether Defendants provided Class members with compliant rest periods;
16 e. whether Defendants reimbursed Class members for all necessary business
17 expenses, including for use of their personal cellular phones;
18 f. whether Defendants provided Class members with accurate itemized wage
19 statements; and,
20 g. whether Defendants engaged in unfair competition.

21 20. All of the acts and omissions committed by Defendants as alleged herein were
22 intentional and willful because Defendants were advised by counsel as to these unlawful practices
23 and there is no good faith dispute concerning the validity of these practices.

24 **CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**
26 **(Failure to Pay Minimum Wages for All Hours Worked)**
27 **[Plaintiff and Class Against Defendants]**

28 21. Plaintiff incorporates each of the preceding paragraphs of this First Amended

1 Complaint.

2 22. California Labor Code section 1194 provides that “[n]otwithstanding any
3 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or
4 the legal overtime compensation applicable to the employee is entitled to recover in a civil action
5 the unpaid balance of the full amount of this minimum wage or overtime compensation, including
6 interest thereon, reasonable attorney’s fees, and costs of suit.”

7 23. California Labor Code section 1197.1 provides in relevant part that “[i]n any action
8 under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less
9 than the minimum wage fixed by an order of the commission or by statute, an employee shall be
10 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
11 interest thereon.”

12 24. Defendants failed to pay Plaintiff and Class members minimum wages for all hours
13 worked. Among other things, Defendants engaged in unlawful rounding or time-shaving of their
14 work hours. In addition, Defendants failed to pay them for “off-the-clock” work, including time
15 spent waiting in line to clock in and time spent performing wellness screenings.

16 25. As a result, Plaintiff and the Class have been damages and have not been paid
17 minimum wages for all hours they worked.

18 **SECOND CAUSE OF ACTION**
19 **(Failure to Pay Overtime)**
20 **[Plaintiff and Class Against Defendants]**

21 26. Plaintiff incorporates each of the preceding paragraphs of this First Amended
22 Complaint.

23 27. California Labor Code section 510(a) provides in relevant part that “[e]ight hours
24 of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work
25 in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
26 work in any one workweek shall be compensated at the rate of no less than one and one-half times
27 the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
28 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,

1 any work in excess of eight hours on any seventh day of a workweek shall be compensated at the
2 rate of no less than twice the regular rate of pay of an employee.”

3 28. California Labor Code section 1198 provides that “[t]he maximum hours of work
4 and the standard conditions of labor fixed by the commission shall be the maximum hours of work
5 and the standard conditions of labor for employees. The employment of any employee for longer
6 hours than those fixed by the order or under conditions of labor prohibited by the order is
7 unlawful.”

8 29. The applicable IWC Wage Order, Section 3(A) requires employers to pay non-
9 exempt employees (1) one and one half times the employee’s regular rate of pay for all hours
10 worked in excess of eight hours up to and including twelve hours in any workday, and for the first
11 eight hours worked on the seventh consecutive day of work in a workweek, and (2) double the
12 employee’s regular rate of pay for all hours worked in excess of twelve hours in any workday and
13 for all hours worked in excess of eight hours on the seventh consecutive day of work in a
14 workweek.

15 30. Defendants failed to pay Plaintiff and Class members overtime for all overtime
16 hours worked. Among other things, Defendants engaged in unlawful rounding or time-shaving of
17 their work hours. In addition, Defendants failed to pay them for “off-the-clock” work, including
18 time spent waiting in line to clock in and time spent performing wellness screenings.

19 31. Defendants also failed to pay Plaintiff and the Class Members overtime pay at the
20 correct rates by failing to include all forms of non-discretionary pay into their regular rates.

21 32. As a result, Plaintiff and the Class have been injured and have not been paid
22 overtime and/or have not been paid the correct overtime rates for all of the overtime hours that
23 they worked.

24 **THIRD CAUSE OF ACTION**
25 **(Failure to Provide Meal Periods)**
26 **[Plaintiff and Class Against Defendants]**

27 33. Plaintiff incorporates each of the preceding paragraphs of this First Amended
28 Complaint.

1 34. Labor Code section 512(a) provides “[a]n employer shall not employ an employee
2 for a work period of more than five hours per day without providing the employee with a meal
3 period of not less than 30 minutes, except that if the total work period per day of the employee is
4 no more than six hours, the meal period may be waived by mutual consent of both the employer
5 and employee. An employer shall not employ an employee for a work period of more than 10
6 hours per day without providing the employee with a second meal period of not less than 30
7 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
8 may be waived by mutual consent of the employer and the employee only if the first meal period
9 was not waived.”

10 35. The applicable IWC Wage Order, section 11(A) similarly provides that “[n]o
11 employer shall employ any person for a work period of more than five (5) hours without a meal
12 period of not less than 30 minutes, except that when a work period of not more than six (6) hours
13 will complete the day’s work the meal period may be waived by mutual consent of the employer
14 and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the
15 meal period shall be considered an “on duty” meal period and counted as time worked. An “on
16 duty” meal period shall be permitted only when the nature of the work prevents an employee from
17 being relieved of all duty and when by written agreement between the parties an on-the- job paid
18 meal period is agreed to. The written agreement shall state that the employee may, in writing,
19 revoke the agreement at any time.”

20 36. The applicable IWC Wage Order, section 11(B) provides that “[i]f an employer
21 fails to provide an employee a meal period in accordance with the applicable provisions of this
22 order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
23 compensation for each workday that the meal period is not provided.”

24 37. Labor Code section 226.7(a) provides that “[n]o employer shall require any
25 employee to work during any meal or rest period mandated by an applicable order of the Industrial
26 Welfare Commission.”

27 38. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
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1 employee a meal period or rest period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
3 employee's regular rate of compensation for each work day that the meal or rest period is not
4 provided.”

5 39. Defendants failed to provide Plaintiff and Class members with an opportunity to take
6 compliant meal periods. Plaintiff and the Class members routinely received late, shortened,
7 interrupted or no meal periods. Among other things, they were required to wait in line to clock back
8 in for lunch, thereby shortening their meal periods.

9 40. Defendants did not pay Plaintiff and Class Members premium pay for all of these
10 non-compliant meal periods. When Defendants paid meal period premiums, they did so at the
11 wrong rates by failing to add all forms of non-discretionary pay into the regular rates.

12 41. As a result, Plaintiff and Class members were injured and did not receive all of the
13 meal period premium pay to which they are entitled.

14 **FOURTH CAUSE OF ACTION**
15 **(Failure to Provide Rest Periods)**
16 **[Plaintiff and Class Against Defendants]**

17 42. Plaintiff incorporates each of the preceding paragraphs of this First Amended
18 Complaint.

19 43. The applicable IWC Wage Order section 12(A) provides that “[e]very employer
20 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
21 in the middle of each work period. The authorized rest period time shall be based on the total
22 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
23 thereof. However, a rest period need not be authorized for employees whose total daily work time
24 is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours
25 worked for which there shall be no deduction from wages.”

26 44. The applicable IWC Wage Order section 12(B) provides that “[i]f an employer fails
27 to provide an employee a rest period in accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of

1 compensation for each workday that the rest period is not provided.”

2 45. Labor Code section 226.7(a) provides that “[n]o employer shall require any
3 employee to work during any meal or rest period mandated by an applicable order of the Industrial
4 Welfare Commission.”

5 46. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
6 employee a meal period or rest period in accordance with an applicable order of the Industrial
7 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
8 employee s regular rate of compensation for each work day that the meal or rest period is not
9 provided.”

10 47. Defendants failed to provide Plaintiff and Class members with an opportunity to
11 take compliant rest periods. Plaintiff and the Class members routinely received shortened,
12 interrupted or no rest periods.

13 48. Defendants did not pay Plaintiff and Class members premium pay for all of these
14 non-compliant rest periods. When Defendants paid meal period premiums, they did so at the
15 wrong rates by failing to add all forms of non-discretionary pay into the regular rates.

16 49. As a result, Plaintiff and Class members have been injured and did not receive all
17 of the rest period premium pay to which they are entitled.

18 **FIFTH CAUSE OF ACTION**
19 **(Failure to Provide Accurate Wage Statements)**
20 **[Plaintiff and Class Against Defendants]**

21 50. Plaintiff incorporates the preceding paragraphs of this First Amended Complaint.

22 51. An employer, semimonthly or at the time of each payment of wages, shall furnish
23 to his or her employee, either as a detachable part of the check, draft, or voucher paying the
24 employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized
25 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
26 except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
28 deductions made on written orders of the employee may be aggregated and shown as one item, (5)

1 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of his or her social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
5 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
6 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1,
8 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay
9 and the total hours worked for each temporary services assignment. (Labor Code § 226(a).)

10 52. During the Class Period, Defendants failed to provide Plaintiff and the Class
11 Members with accurate wage statements in violation of Labor Code section 226(a). Among other
12 things, Employer failed to correctly list the total wages earned, total hours worked, and applicable
13 hourly rates of pay. Defendants also failed to include the employer's legal name on the wage
14 statements.

15 53. Defendant's failure was knowing and intentional as it knew that the information
16 contained on the statements was inaccurate but Defendant chose not to correct its unlawful
17 practices.

18 54. Plaintiff and the Class members suffered injuries as a result of this unlawful
19 practice because they could not promptly and easily determine from the statements alone the total
20 wages earned, the total hours worked, the applicable hourly rates of pay, or the legal name of the
21 employer.

22 **SIXTH CAUSE OF ACTION**
23 **(Failure to Reimburse Business Expenses)**
24 **[Plaintiff and Class Against Defendants]**

25 55. Plaintiff incorporates the preceding paragraphs of this First Amended Complaint.

26 56. Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,

1 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
2 be unlawful.”

3 57. Defendants failed to reimburse Plaintiff and the Class members for business
4 expenses, including use of their personal cellular phones for work

5 58. As a result, Plaintiff and the Class members have suffered damages in amount to be
6 determined at trial.

7 **SEVENTH CAUSE OF ACTION**
8 **(Unfair Competition)**
9 **[Plaintiff and Class Against Defendants]**

10 59. Plaintiff incorporates the preceding paragraphs of this First Amended Complaint.

11 60. Defendants’ employment acts, omissions and practices discussed herein further
12 constitute unlawful, unfair and/or fraudulent business acts or practices withing of California
13 Business and Professions Code section 17200.

14 61. As a result of Defendants’ unlawful, unfair and/or fraudulent business acts or
15 practices, (1) Defendants have gained a competitive advantage over other comparable companies
16 doing business in the State of California that comply with their obligations under the California
17 Labor Code and applicable IWC Wage Orders; and (2) Plaintiff and Class Members have been
18 injured and have lost wages and other compensation as described herein.

19 62. Accordingly, Plaintiff seeks to enjoin Defendants’ unlawful, unfair and/or
20 fraudulent business acts or practices and seeks restitution to restore to her all money which she has
21 been denied.

22 **EIGHTH CAUSE OF ACTION**
23 **(Violation of the Private Attorneys General Act)**
24 **[Plaintiff Against Defendants]**

25 63. Plaintiff incorporates the preceding paragraphs of this First Amended Complaint.

26 64. During the PAGA period (one year and sixty-five days from the filing of this First
27 Amended Complaint), Defendants subjected Plaintiff and similarly situated non-exempt Aggrieved
28 Employees to the foregoing unlawful Labor Code/Wage Order practices as discussed herein.

65. In addition, Defendants failed to maintain accurate time and payroll records for
Plaintiff and Aggrieved Employees during the PAGA period. Under California law, an employer

1 must maintain accurate time and pay records, including (1) time records showing when employees
2 begin and ends each work periods, meal periods, split shift intervals, and total hours worked, and
3 (2) pay records showing its employees' hours worked and applicable rates of pay during each pay
4 period. (Labor Code § 1174 and IWC Wage Orders § 7). Defendant failed to maintain these records.
5 Defendant failed to keep records of all hours worked for Plaintiff and similarly situated Aggrieved
6 Employees, including meal periods and hours worked.

7 66. During the PAGA period, Defendants further failed to timely pay all wages to
8 Plaintiff and the Aggrieved Employees during their employment. Labor Code section 204 requires
9 an employer to pay all wages that are due and owing to employees twice during each calendar month
10 on days designated in advance by the employer as regular paydays. Defendants violated this statute
11 by failing to pay Plaintiff and Aggrieved Employees all wages that are due and owing during their
12 employment, including wages for "off-the-clock" work and meal and rest period premiums.
13 Employer is therefore subject to civil penalties under labor Code section 2699.

14 67. California law requires an employer to provide paid sick days to employees. (Labor
15 Code § 246.) Paid sick leave must be calculated as set forth in Labor Code § 246(l). An employer
16 shall provide an employee with written notice that sets forth the amount of paid sick leave available,
17 or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's
18 itemized wage statement described in Section 226 or in a separate writing provided on the designated
19 pay date with the employee's payment of wages. (Labor Code § 246(h).) During the PAGA period,
20 Defendants failed to provide Plaintiff and the Aggrieved Employees with required sick days, to
21 accrue sick days for them at the required rate, and to provide the required notice.

22 68. In sum, during the PAGA period, Defendants violated Labor Code sections 201-203,
23 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and the
24 applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20. These violations subject Defendants to civil
25 penalties as set forth in, inter alia, Labor Code section 2699.

26 69. Plaintiff complied with the procedures for bringing suit specified in Labor Code
27 sections 2699.3 and 2699.5 by letter dated May 116, 2023. Plaintiff gave written notice to the
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1 LWDA via electronic submission, and via certified mail to all Defendants, of the specific provisions
2 of the Labor Code and applicable Wage Order allegedly violated, including the facts and theories to
3 support the alleged violations.

4 70. Under Labor Code section 2699.3, the LWDA must give written notice to the parties
5 it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's written
6 notice. As of the filing of this complaint, the LWDA has not provided the parties with any notice of
7 its intention to investigate these claims.

8 71. Under Labor Code section 2699.3, Defendants has 33 days after the date of written
9 notice to cure the alleged violations. As of the filing of this complaint, Defendant has not responded
10 to Plaintiff's PAGA notice in an attempt to cure.

11 72. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
12 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

13 73. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of reasonable
14 attorney's fees and costs in connection with his claims for civil penalties.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for relief on behalf of himself, the Class members, and the
17 Aggrieved Employees as follows:

- 18 (1) for an order that this lawsuit be certified as a class action;
- 19 (2) for an order that Plaintiff be appointed the class representative;
- 20 (3) for an order that undersigned counsel for Plaintiff be appointed class counsel;
- 21 (4) for compensatory damages according to proof;
- 22 (5) for liquidated damages according to proof;
- 23 (6) for statutory, civil and other available penalties according to proof;
- 24 (7) for an order requiring Defendants to make restitution of all amount wrongfully
25 withheld from Plaintiff and the Class as a result of Defendant's unlawful, unfair or fraudulent
26 employment acts and practices;
- 27 (8) for an order enjoining Defendants from further engaging in their unlawful, unfair or

- 1 fraudulent employment acts and practices;
- 2 (9) for prejudgment interest as permitted by laws;
- 3 (10) for attorney's fees and costs incurred in prosecuting this action; and,
- 4 (11) for such further relief that the Court deems appropriate.

5 Dated: July 28, 2024

BLAKE JONES LAW, PC.

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7 By: 

8 Blake R. Jones

9 Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on claims where a jury is allowed.

Dated: July 28, 2024

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff