

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JAMILA E. HENDERSON,
On behalf of the general public as private attorney general

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

JAMILA E. HENDERSON on behalf of the
general public as private attorney general,

Plaintiffs,

v.

CRESTLINE HOTELS & RESORTS LLC dba
THE DELPHI DOWNTOWN LA , a Delaware
Limited Liability Company; and DOES 1-50,
inclusive,

Defendants

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**[PROPOSED] PAGA REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 et seq).**

COMES NOW Plaintiff JAMILA E. HENDERSON (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants CRESTLINE HOTELS & RESORTS LLC dba THE DELPHI DOWNTOWN LA; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, and (f) failure to reimburse necessary business expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendant consistently maintained and enforced against
22 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
24 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
25 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
26 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
27 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
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1 additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized
2 wage statements, and (f) failure to reimburse necessary business expenses.

3 9. On information and belief, during the statutory liability period and continuing to
4 the present, Defendants have had a consistent policy of failing to provide its Non-Exempt
5 Employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free
6 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing
7 to pay such employees one (1) hour of pay at the employees regular rate of compensation for each
8 workday that the rest period is not provided, as required by California state wage and hour laws.

9 10. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have had a consistent policy of failing to pay wages including overtime
11 wages for hours worked while subject to the control of Defendants.

12 11. On information and belief, during the statutory liability period and continuing to
13 the present (rest and meal period liability period), Defendants have had a consistent policy of
14 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work at
15 least five (5) and or ten (10) hours without a meal period and failing to pay or accurately pay such
16 employees one (1) hour of pay at the employees regular rate of compensation for each workday
17 that the meal period is not provided, as required by California state wage and hour laws.

18 12. On information and belief, during the statutory liability period and continuing to
19 the present (rest and meal period liability period), Defendants have had a consistent policy of
20 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work in
21 excess of four hours and or ten (10) hours without authorizing and permitting a rest period and
22 failing to pay or accurately pay such employees one (1) hour of pay at the employees regular rate
23 of compensation for each workday that the rest period is not authorized and permitted, as required
24 by California state wage and hour laws.

25 13. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
27 wage statements.
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1 14. On information and belief, during the statutory liability period and continuing to
2 the present, Defendants have failed to reimburse Plaintiff and aggrieved employees for business
3 expenses incurred as a result of the discharge of their duties.

4 15. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
6 enumerated under 2699.5 as follows: sections 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5,
7 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and costs.

8 **III. PARTIES**

9 **A. Plaintiff**

10 16. Plaintiff, JAMILA E. HENDERSON, was at all times relevant to this action, a
11 resident of California. Plaintiff was employed by Defendants in approximately December 2023 as
12 a Non-Exempt Employee with the title of Housekeeper. Plaintiff is currently still employed by
13 Defendants.

14 17. As Defendants' employee, Plaintiff, and all other aggrieved employees were
15 regularly required to and subsequently suffered:

- 16 a) perform work subject to the control of the employer without being compensated all
17 wages including overtime, all in violation of California labor laws, regulations, and the
18 Industrial Welfare Commission Wage Order ("IWC");
- 19 b) work without being permitted or authorized a minimum ten-minute rest period for
20 every four hours or major fraction thereof worked and not compensated one (1) hour of
21 pay at his regular rate of compensation for each workday that a rest period was not
22 provided, all in violation of California labor laws, regulations, and the Industrial
23 Welfare Commission Wage Orders ("IWC");
- 24 c) work in excess of six and ten hours per day without being provided meal periods and
25 not compensated one (1) hour of pay at the regular rate of compensation for each
26 workday that a meal period was not provided, all in violation of California labor laws,
27 regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
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- d) not provided accurate itemized wage statements; and
- e) not reimbursed for business expenses incurred.

18. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

19. Defendants CRESTLINE HOTELS & RESORTS LLC dba THE DELPHI DOWNTOWN LA operates hotel and resort chains in California. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

20. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

21. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group , and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

1 **IV. GENERAL ALLEGATIONS**

2 22. At all times set forth herein, Defendants employed Plaintiff and other persons in
3 the capacity of non-exempt positions, however titled, throughout the state of California.

4 23. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
5 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
6 rules and regulations of the IWC California Wage Orders.

7 24. Defendants employed Plaintiff and Aggrieved Employees as a Non-Exempt hourly
8 paid employees during the liability period.

9 25. Defendants continue to employ Non-Exempt Employees, however titled, in
10 California and implement a uniform set of policies and practices to all non-exempt employees, as
11 they were all engaged in the generic job duties of providing hospitality services throughout
12 Defendants' operated hotels and resorts in California.

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

16 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
17 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
18 week and worked approximately five (5)-day work weeks.

19 28. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
20 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
21 work performed. For instance, each and every shift, Plaintiff and Aggrieved Employees were
22 required to don and doff their uniforms off the clock which would take Plaintiff and Aggrieved
23 Employees approximately 7-10 minutes. Further, Plaintiff and Aggrieved Employees
24 approximately 1-2 times per week were required to wait in line to clock into their shifts as time
25 clocks were not readily available. Plaintiff and Aggrieved Employees would spend approximately
26 1-3 minutes waiting in line off-the-clock to use a time clock. Plaintiff and Aggrieved Employees
27 were not compensated for this off-the-clock time which resulted in a disproportionate
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1 underpayment of minimum and overtime wages.

2 29. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
3 excess of five hours without being provided a lawful meal period and over ten hours in a day
4 without being provided a second lawful meal period as required by law.

5 30. Indeed, during the relevant time, as a consequence of Defendants' staffing and
6 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
7 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
8 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

9 31. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
10 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
11 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
12 over ten hours as required by law.

13 32. Further, Plaintiff and Aggrieved Employees were required to maintain work issued
14 radios on their persons at all times during their shifts and were instructed to remain on-call during
15 meal breaks by Defendants' management. As a result, Plaintiff and Aggrieved Employees
16 experienced interrupted meal periods on a weekly basis.

17 33. On information and belief, Plaintiff and Aggrieved Employees did not waive their
18 rights to meal periods under the law.

19 34. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
20 meal periods.

21 35. Despite the above-mentioned meal period violations, Defendants failed to
22 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
23 one additional hour of pay at their regular rate as required by California law when meal periods
24 were not timely or lawfully provided in a compliant manner.

25 36. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
26 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
27 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7
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1 but were not receiving such compensation.

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

6 38. Defendants maintained and enforced scheduling practices, policies, and imposed
7 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
8 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
9 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
10 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

11 39. Further, Plaintiff and Aggrieved Employees were required to maintain work issued
12 radios on their persons at all times during their shifts and were instructed to remain on-call during
13 rest breaks by Defendants' management. As a result, Plaintiff and Aggrieved Employees
14 experienced interrupted rest periods on a weekly basis.

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

21 41. Defendants also failed to provide accurate, lawful itemized wage statements to
22 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
23 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
24 worked, including premiums due and owing for meal and rest period violations, gross pay and net
25 pay figures from Plaintiff and the Aggrieved Employees' wage statements.

26 42. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
27 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
28 Aggrieved Employees were required to maintain their uniforms and Defendants failed to reimburse

1 Plaintiff and Aggrieved Employees for the business expenses incurred from cleaning and
2 maintaining their uniforms.

3 43. Upon information and belief, Defendants knew and or should have known that it is
4 improper to implement policies and commit unlawful acts such as:

5 (a) requiring employees to work four (4) hours or a major fraction thereof without
6 being provided a minimum ten (10) minute rest period and without compensating the employees
7 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
8 rest period was not provided;

9 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
10 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
11 and without compensating employees with one (1) hour of pay at the regular rate of compensation
12 for each workday that such a meal period was not provided;

13 (c) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
14 wages owed;

15 (d) failing to provide accurate itemized wage statements; and

16 (e) failure to reimburse business expenses.

17 44. In addition to the violations above, and on information and belief, Defendants knew
18 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
19 herein and that Defendants had the financial ability to pay such compensation, but willfully,
20 knowingly, recklessly, and/or intentionally failed to do so.

21 45. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
22 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
23 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
24 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

25
26 **V. REPRESENTATIVE CLAIMS**

27 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

28 46. Plaintiff incorporates by reference and re-alleges each and every allegation

1 contained above, as though fully set forth herein.

2 47. On August 27, 2024 Plaintiff complied with notice requirements pursuant to Labor
3 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
4 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
5 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
6 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
7 representative capacity. The substance and violations set forth in this Complaint of which the
8 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
9 Action Complaint to the LWDA.

10 48. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
11 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
12 Employees of Defendants.

13 49. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
14 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
15 including without limitation Labor Code section 201-203, 226, 226.3, 226.7, 510, 558, 512, 1174,
16 1174.5, 1175, 1194, 1197, 1197.1, and, 2698 *et seq.*, applicable IWC Wage Orders and California
17 Code of Regulations, Title 8, section 11000 *et. seq.*

18 50. At all times relevant, Plaintiff and all other aggrieved employees regularly
19 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
20 rest break requirements of the applicable IWC wage order and the Labor Code.

21 51. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
22 overtime wages owed as a result of off-the-clock work performed as discussed above. Therefore,
23 Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for
24 work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section
25 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half
26 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40)
27 hours in a work week and to overtime compensation twice the regular rate of pay for hours worked
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1 in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
2 of work in a particular work week

3 52. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
4 accurately pay at least minimum wages as a result of off-the-clock work performed as discussed
5 above.

6 53. Defendants violated Labor Code sections 512 and 226.7 for failing to provide
7 timely, uninterrupted first and second meal periods and requiring unlawful on duty meal periods,
8 or compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ
9 an employee for a work period of more than five (5) hours without providing a meal break of not
10 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An
11 employer may not employ an employee for a work period of more than ten (10) hours per day
12 without providing the employee with a second meal period of not less than thirty (30) minutes,
13 except that if the total hours worked is no more than twelve (12) hours, the second meal period
14 may be waived by mutual consent of the employer and the employee only if the first meal period
15 was not waived.

16 54. Defendants failed to provide Plaintiff and all other aggrieved employees
17 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
18 and enforced policies of on duty meal period practices which required employees to work during
19 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
20 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
21 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
22 at time of trial.

23 55. Plaintiff, and on information and belief, all aggrieved employees, were
24 systematically not permitted or authorized to take ten minute rest periods for every four hours
25 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
26 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
27 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
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1 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
2 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
3 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
4 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
5 applicable IWC Wage Order.

6 56. On information and belief, Defendants failed to provide accurate itemized wage
7 statements which failed to include all hours worked, including overtime, accurate accounting of,
8 the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees,
9 and the address of the legal entity that is the employer pursuant to Labor Code section 226(a).

10 57. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
13 for each violation in a subsequent citation, for which the employer fails to provide the employee a
14 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

15 58. Additionally, Defendants have no accurate records relating to aggrieved
16 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
17 period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants
18 failed to maintain accurate records relating to hours worked daily in violation of Labor Code
19 sections 1174(d), 1174.5.

20 59. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
21 for necessary expenditures incurred in direct consequences of the discharge of his or her duties.
22 As a necessary part of employment, Plaintiff and on information and belief Class Members, were
23 not adequately reimbursed by Defendants for expenses related to uniform maintenance as
24 described above, which was incurred as a direct consequence of the discharge of duties by Plaintiff
25 and Class Members. Despite these realities of the job, Defendants failed to provide
26 reimbursements.
27

28 60. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or

1 implied, made by any employee to waive the benefits of this article or any part thereof is null and
2 void, and this article shall not deprive any employee or his or her personal representative of any
3 right or remedy to which he is entitled under the laws of this State.”

4 61. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
5 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled
6 to the recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
7 pursuant to Labor Code § 2802

8 62. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees
9 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
10 worked.

11 63. Plaintiff and the Representative Aggrieved Employees are entitled to recover
12 Penalties and attorneys’ fees and costs sunder Labor Code section 2698, et. seq.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 15 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 16 2. For reasonable attorneys’ fees and costs; and
- 17 3. For such other and further relief as the Court deems proper.
- 18

19

20 Dated: August 27, 2024

JAMES HAWKINS APLC

21 By:

22 JAMES R. HAWKINS, ESQ.
23 GREGORY MAURO, ESQ.
24 MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

25 Attorneys for Plaintiff JAMILA E.
26 HENDERSON on behalf of the general public
27 as private attorney general
28