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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Placer  
**11/19/2024 at 03:42:12 PM**

By: Cindy P Baldock  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF PLACER**

DARRELL PHILLIPS, individually, and  
on behalf of all others similarly situated,

Plaintiff,

vs.

GARUDA LABS, INC. dba  
INSTAWORK; ADVANTAGE  
WORKFORCE SERVICES, LLC; and  
DOES 1 to 20, inclusive,

Defendants

Case No. S-CV-0054059

**CLASS ACTION**

**COMPLAINT FOR DAMAGES:**

- 1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.***
- 2. Failure to Provide Accurate Wage Statements;**
- 3. Failure to Pay Minimum Wage for All Hours Worked;**
- 4. Failure to Provide Meal and Rest Periods;**
- 5. Waiting Time Penalties;**
- 6. Failure to Pay Overtime Wages;**
- 7. Failure to Reimburse Business Expenses.**

1 Plaintiff DARRELL PHILLIPS (“Plaintiff”) hereby files this Complaint against  
2 Defendants GARUDA LABS, INC. dba INSTAWORK; ADVANTAGE WORKFORCE  
3 SERVICES, LLC; and DOES 1 to 20, inclusive, (hereinafter collectively referred to as  
4 “Defendants”). Plaintiff alleges the following:

5 **PARTIES AND JURISDICTION**

6 1. This is an enforcement action under the Labor Code Private Attorneys General Act of  
7 2004 (“PAGA”), California Labor Code section 2698, *et seq.* to recover civil penalties and any other  
8 available relief on behalf of Plaintiff, the State of California, and other current and former employees  
9 who worked for Defendant in California and who suffered at least one violation of the Labor Code  
10 as set forth in this complaint, at any time between November 11, 2024, and judgement.

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

13 3. Plaintiff is a former employee of Defendants, providing services as a non-exempt  
14 employee at various work locations in Northern California.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendant GARUDA LABS,  
16 INC. dba INSTAWORK is a Delaware Corporation that is licensed to and is actually conducting  
17 business in the State of California.

18 5. Plaintiff is informed and believes, and thereon alleges, that Defendant ADVANTAGE  
19 WORKFORCE SERVICES, LLC is a California Limited Liability Company that is licensed to and  
20 is actually conducting business in the State of California.

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

1 will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive,  
2 when they have been determined.

3 7. The Placer County Superior Court has jurisdiction in this matter due to alleged violations  
4 of California Labor Code §§ 226, 226.3, 2698 et seq., and Business and Professions Code § 17200 et  
5 seq.

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

8 **CLASS ALLEGATIONS**

9 9. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a  
10 class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff  
11 seeks to represent is composed of and defined as follows:

12 All non-exempt employees who were employed by Defendants in California at any  
13 time four (4) years prior to the filing of this Action up to the date that this matter is  
14 certified as a class action.

15 10. This action has been brought and may be properly maintained as a class action, pursuant  
16 to the provision of California Code of Civil Procedure section 382, because there is a well-defined  
17 community of interest in the litigation and the proposed classes are easily ascertainable.

18 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all  
19 members is impracticable under the circumstances of this case. While the exact  
20 number of class members is unknown to Plaintiff at this time, Plaintiff is informed  
21 and believes that Defendants may have employed hundreds or even thousands of  
22 individuals falling within the above stated class definitions throughout the State of  
23 California during the applicable statute of limitations, who were subjected to the  
24 practices outlined in this Complaint. As such, joinder of all members of the Plaintiff  
25 Class is not practicable.

26 (b) Common Questions Predominate: Common questions of law and fact exist as to all  
27 members of the Plaintiff Class and predominate over questions that affect only  
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individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (2) Whether Defendants maintained the time and payroll records for their employees as required under the California Labor Code;
- (3) Whether Defendants provided meal and rest periods to their employees as required under the California Labor Code;
- (4) Whether Defendants maintained policies and practices that provided meal and rest periods to their employees as required under the California Labor Code;
- (5) Whether Defendants paid overtime and minimum wages to their employees as required under the California Labor Code;
- (6) Whether Defendants reimbursed their employees for reasonable business expenses;
- (7) Whether Defendants paid all wages owed to their employees at the termination of employment.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide meal and rest periods to their employees, failed to pay all overtime and minimum wages owed, and issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. Additionally, Defendants failed to reimburse Plaintiff and Class members for reasonable business expenses, and failed to pay Plaintiff and Class Members all wages owed at the termination of employment. As a result, each putative class member will have the same basis for their legal claims.

1 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of  
2 the putative class. Plaintiff resides in California and is an adequate representative of  
3 the putative class as she has no interests that are adverse to those of absent class  
4 members. Additionally, Plaintiff has retained counsel who have substantial  
5 experience in complex civil litigation and wage and hour matters.

6 (e) Superiority: A class action is superior to other available means for the fair and  
7 efficient adjudication of the controversy since individual joinder of all members of  
8 the classes is impracticable. Class action treatment will permit a larger number of  
9 similarly situated persons to prosecute their common claims in a single forum  
10 simultaneously, efficiently, and without the unnecessary duplication of effort and  
11 expense that numerous individual actions would engender. Further, as damages  
12 suffered by each individual member of the classes may be relatively small, the  
13 expenses and burden of the individual litigation would make it difficult or impossible  
14 for individual members of the class to redress the wrongs done to them, and an  
15 important public interest will be served by addressing the matter as a class action.  
16 The cost to the court system of adjudication of such individualized litigation would be  
17 substantial. Individualized litigation would also present the potential for inconsistent  
18 or contradictory judgments.

19 11. Plaintiff is unaware of any difficulties that are likely to be encountered in the  
20 management of this action that would preclude its maintenance as a class action.

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

22 12. Plaintiff and similarly situated employees worked for Defendants as non-exempt  
23 employees in California. Plaintiff and similarly situated employees were paid on hourly basis.  
24 Defendants own and operate a business providing temporary workers to various businesses.

25 13. Plaintiff worked as a non-exempt employee for Defendants and a number of business  
26 establishments in Northern California, including the Golden One Center in Sacramento, UC  
27 Berkeley, Kimpton Sawyer Hotel, Queen of the Valley Medical Center, Banner Island Ballpark,  
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1 Sheraton Grand Sacramento, Four Seasons Hotel Napa, and many others. Plaintiff worked in  
2 various roles for Defendants and these businesses, including Line Cook, Bartender, General Labor,  
3 Event Server, and many others. Plaintiff began working for Defendants on approximately April 17,  
4 2023, and has worked over 409 shifts for Defendants and various businesses in Northern California.

5 14. During his employment with Defendants and these many businesses, Plaintiff and  
6 similarly situated employees were not provided with legally compliant wage statements noting,  
7 among other things, total hours worked, gross wages earned, the applicable hourly rates in effect  
8 during the pay period, the address and name of the employer, and the corresponding number of hours  
9 worked at each hourly rate. The regular wage statements made it impossible for Plaintiff, and  
10 similarly aggrieved employees, to determine whether they were paid correctly, or what their correct  
11 regular rate of pay was. *See Magadia v. Wal-Mart Assocs., Inc.*, 319 F. Supp. 3d 1180, 1190–91  
12 (N.D. Cal. 2018). The wage statements provided to Plaintiff simply provided a partial street address,  
13 with no further information.

14 15. At various times, depending on the shift type or other factors, Plaintiff and similarly  
15 situated employees have been alternately considered a W2 employee, or a W9 independent  
16 contractor. This occurs even when working the same type of shift performing the same duties at the  
17 same employer business location. Defendants seemingly assign at random certain shifts to be  
18 considered a W2 employee shift, and others to be considered a W9 independent contractor shift.

19 16. As such, Defendants intentionally misclassified Plaintiff and similarly situated  
20 employees as independent contractors. *See Dynamex Operations W., Inc. v. Superior Court*, 4 Cal.  
21 5th 903, 916, 416 P.3d 1, 7 (2018) (“[T]he wage order’s suffer or permit to work definition must be  
22 interpreted broadly to treat as ‘employees,’ and thereby provide the wage order’s protection to, all  
23 workers who would ordinarily be viewed as working in the hiring business.”) (original emphasis).  
24 The California Supreme Court’s recent *Dynamex* test holds that a hiring entity can prove that a  
25 worker is not an employee only if it meets three conditions: “(A) that the worker is free from the  
26 control and direction of the hirer in connection with the performance of the work, both under the  
27 contract for the performance of such work and in fact; (B) that the worker performs work that is  
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1 outside the usual course of the hiring entity's business; and (C) that the worker is customarily  
2 engaged in an independently established trade, occupation, or business of the same nature as the  
3 work performed for the hiring entity." *Dynamex*, 4 Cal. 5th at 916–17.

4 17. Defendants' employees who were misclassified as independent contractors were not free  
5 from Defendants' direction and control; their work was and is integrally involved with the business  
6 of Defendants and the hiring employers; and they were and are not engaged in an independently  
7 established trade or business.

8 18. While Defendants misclassified their employees as independent contractors, Defendants  
9 saved money, but their employees suffered significant financial loss. They were underpaid wages,  
10 including minimum and overtime wages, were forced to pay for their own business expenses, and  
11 did not have the benefit of employer sponsored benefits and contributions.

12 19. Defendants failed to provide Plaintiff and similarly situated employees a 30-minute, duty-  
13 free meal period before the end of the fifth hour of work as required under the law. Defendants also  
14 failed to provide a second meal period to their employees who work ten hours or more in a given  
15 shift. Defendants' employees regularly missed their meal and rest periods and/ or they were  
16 provided late. Defendants also failed to provide rest periods to their employees for every 4 hours  
17 worked or major fraction thereof. Defendants' management staff were aware this was occurring and  
18 did not ensure meal and/ or rest periods were provided their employees in compliance with  
19 California law. Defendants also failed to pay the missed meal period and missed rest period  
20 premiums of one hour of pay at the employees' regular rate of pay.

21 20. Plaintiff and other employees of Defendants were nominated for and hired as "Captains"  
22 in which they worked as a supervisor of other employees of Defendants placed at an employer for a  
23 particular event or shift. Defendants also randomly considered these "Captain" shifts either as a W2  
24 employee shift or a W9 independent contractor shift, even though the Captains worked as a  
25 supervisor for Defendants in all instances.

26 21. These practices of Defendant have also resulted in unpaid minimum and overtime wages.  
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1           22. In addition, Defendants routinely required Plaintiff and similarly situated employees to  
2 work more than eight (8) hours per day, and/or forty (40) hours per week, for which no overtime pay  
3 was provided. Additionally, Plaintiff and similarly situated employees were required to use their  
4 personal cell phones for work purposes but were not reimbursed for this business expense.

5           23. Defendant also did not provide Plaintiff and similarly situated aggrieved employees all  
6 wages, including, without limitation, unpaid meal and rest break premium pay, owed upon their  
7 termination or within seventy-two (72) hours of their separation from employment.

8           24. Additionally, Defendant failed to supply Plaintiff and similarly situated aggrieved  
9 employees legally compliant wage statements that accurately reflected, among other things, the total  
10 hours worked, gross and net wages earned, the name of the employee, the name of the employee and  
11 the last four digits of his or her social security number or an employee identification number other  
12 than a social security number, the name and address of the legal entity that is the employer, the  
13 amount of meal and rest period premium pay owed to them, and all applicable hourly rates in effect  
14 during the pay period and the corresponding number of hours worked at each hourly rate by the  
15 employee. As a result, Plaintiff and similarly situated employees were deprived of the information  
16 necessary to determine the total wages owed to them from their wage statements alone. *See Naranjo*  
17 *v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93, 121 (2022).  
18

19           25. Defendants also failed to provide paid sick leave to their employees, and retaliated  
20 against Plaintiff and similarly situated employees when they needed to take time off due to an  
21 illness.  
22

23                                   **FIRST CAUSE OF ACTION**  
24                                   **UNFAIR COMPETITION**

25           26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully  
26 set forth herein.

27           27. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act  
28 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter

1 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.  
2 See Cal. Bus. and Prof. Code §§ 17200 *et seq.*

3 28. Defendants committed numerous violations of the California Labor Code throughout the  
4 employment relationship.

5 29. Plaintiff is also informed and believes and thereon alleges that such actions and/or  
6 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and  
7 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*,  
8 23 Cal. 4th 163 (2000).

9 30. As a direct and legal result of Defendants’ conduct, as alleged herein, pursuant to the  
10 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to  
11 restitution as a result of their unfair business practices, including, but not limited to, public injunctive  
12 relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208,  
13 violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject  
14 to proof at trial, for four (4) years from the filing of this Action.  
15

16 **SECOND CAUSE OF ACTION**  
17 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

18 31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully  
19 set forth herein.

20 32. According to Labor Code section 226(a), an employer must provide an itemized  
21 statement to an employee, semi-monthly or at the time of each payment of wages, showing:  
22

23 *(1) gross wages earned, (2) total hours worked by the employee,*  
24 *except for any employee whose compensation is solely based on a*  
25 *salary and who is exempt from payment of overtime under*  
26 *subdivision (a) of Section 515 or any applicable order of the*  
27 *Industrial Welfare Commission, (3) the number of piece-rate units*  
28 *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. Defendants 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 failed to list on the wage statements provided to Plaintiff and similarly situated employees all hours worked and the applicable rates of pay and overtime rate. Plaintiff alleges that Defendants failed to provide accurate itemized wage statements in accordance with Labor Code section 226(a) to all members of the Class.

34. Additionally, Plaintiff alleges she suffered injury as a result of Defendants' knowing and intentional 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 Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

35. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

**THIRD CAUSE OF ACTION**  
**(Failure to Pay Minimum Wage for All Hours Worked)**

1 36. Plaintiff hereby incorporates by reference Paragraphs 1 through 35 of this Complaint as if  
2 fully set forth herein and for a cause of action alleges as follows:

3 37. Defendants were required to compensate Plaintiff and similarly situated employees with  
4 at least the State's minimum wage for all hours worked. See Cal. Labor Code § 1194; MW Order-  
5 2014; MW Order-2017.

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

7 39. Defendants' conduct described herein violates California Labor Code section 1194, and  
8 Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff Class have  
9 been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff and  
10 the Class now seek these wages, liquidated damages pursuant to California Labor Code section  
11 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.  
12

13 **FOURTH CAUSE OF ACTION**  
14 **(Failure to Provide Meal and Rest Periods)**

15 40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully  
16 set forth herein.

17 41. An employer must provide an employee a meal period and/or rest period in accordance  
18 with the applicable Wage Order and Labor Code sections 226.7 and 512.  
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20 42. Labor Code section 510 and Wage Order 2-2001, section 11(A) require an employer to  
21 provide a meal period of not less than thirty (30) minutes for each work period of more than five (5)  
22 hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a  
23 second meal period.

24 43. Labor Code section 510 and Wage Order 2-2001 section 12(A) require an employer to  
25 provide a rest period of not less than ten (10) minutes for each work period of more than four (4)  
26 hours or a major fraction thereof.

27 44. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated  
28 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff and

1 similarly situated employees worked more than five (5) hours in a day, or to take a second meal  
2 break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated  
3 employees worked more than ten (10) hours in a day.

4 45. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten (10)  
5 minutes for each work period that he and similarly situated employees worked for four (4) hours or  
6 major fraction thereof.

7 46. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiffs  
8 and members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for  
9 each meal period or rest period not provided, as a wage, from three (3) years of the filing of this  
10 action, in an amount to be established at trial. See Labor Code § 226.7 and Wage Order 2-2001 §§  
11 11(B), 12(B).

12  
13 **FIFTH CAUSE OF ACTION**  
14 **(Waiting Time Penalties)**

15 47. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as though fully  
16 set forth herein.

17 48. An employer must pay an employee who is terminated all unpaid wages immediately  
18 upon termination. California Labor Code § 201.

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

22 50. Plaintiff and similarly situated employees did not receive all wages at their termination or  
23 separation from employment, including, but not limited to, unpaid overtime and minimum wages,  
24 and unpaid meal and rest period penalties.

25 51. Defendants knew of their obligation to pay Plaintiff and Class Members and Defendants'  
26 failure to pay all wages was in complete disregard of their obligations. Such conduct shows  
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1 Defendants' knowledge of their obligation to pay all wages owed upon termination and willful  
2 refusal.

3 52. As a proximate result of the Defendants' conduct, Plaintiff and Class members have been  
4 damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty  
5 (30) days for Defendants' failure to pay all wages due.

6  
7 **SIXTH CAUSE OF ACTION**  
8 **(Failure to Pay Overtime Wages)**

9 53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully  
10 set forth herein.

11 54. During the period Plaintiff and similarly situated employees were employed by  
12 Defendants, Defendants were required to compensate them one and one-half (1½) times the regular  
13 rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,  
14 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day.  
15 See California Labor Code §§ 510, 1194. Although Plaintiff and similarly situated employees  
16 regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants  
17 failed to pay all overtime wages owed to them.

18 55. Plaintiff and Class members were non-exempt employees under the administrative,  
19 executive, or professional exemptions of the applicable Wage Order and California Labor Code  
20 section 510.

21 56. Defendants purposefully failed to pay all overtime wages owed to Plaintiff and Class  
22 Members in order to avoid overtime and other wage and hour requirements under the Labor Code.

23 57. Defendants' conduct described herein violates California Labor Code sections 510 and  
24 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class members  
25 have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff  
26 now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code  
27 sections 1194.  
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4 **SEVENTH CAUSE OF ACTION**  
5 **(Failure to Reimburse Business Expenses)**

6 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully  
7 set forth herein.

8 59. Labor Code section 2802(a) states that “An employer shall indemnify his or her  
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence of  
10 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even  
11 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
12 unlawful.”

13 60. Defendants knew that Plaintiff and members of the Class incurred expenses for work  
14 purposes, including but not necessarily limited to business use of employee cell phones. However,  
15 Defendants did not reimburse Plaintiff or members of the Class for these expenses.

16 61. Defendants’ conduct described herein violated California Labor Code section 2802. As a  
17 proximate result of Defendants’ conduct, Plaintiff and members of the Class have been damaged in  
18 an amount to be established at trial, and are entitled to recover these damages, as well as interest and  
19 reasonable attorney’s fees and costs, pursuant to statute.

20  
21 **DAMAGES**

22 WHEREFORE Plaintiff requests relief as follows:

- 23 1. A jury trial;  
24 2. For an order certifying the class;  
25 3. For an order certifying Plaintiff’s counsel as class counsel;  
26 4. For an order appointing Plaintiff as class representative;  
27 5. For penalties and liquidated damages under the California Labor Code according to  
28 proof allowed by law;

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- 6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
- 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
- 8. For injunctive relief;
- 9. For an award of prejudgment and post-judgment interest; and
- 10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: November 19, 2024

**Castle Law: California Employment Counsel**

By:  \_\_\_\_\_  
Timothy B. Del Castillo  
Kent L. Bradbury  
Attorneys for Plaintiff DARRELL PHILLIPS