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Attorneys for Plaintiff FIDEL ANTONIO MUNOZ
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FIDEL ANTONIO MUNOZ individually
and on behalf of himself and all others
similarly situated,

Plaintiff,

v.

MERCURY INSURANCE SERVICES,
LLC, a California limited liability
company; and DOES 1-50, inclusive,

Defendants.

Case No. **24STCV08298**

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Owed;**
- 3) Failure to Provide Lawful Meal Periods;**
- 4) Failure To Authorize And Permit Rest Periods;**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) Unlawful Deductions;**
- 8) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 9) Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff FIDEL ANTONIO MUNOZ (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants MERCURY INSURANCE SERVICES, LLC, a California limited liability company; and DOES 1-50, inclusive (collectively “Defendants” or “Mercury Insurance Services”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).

2. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; reporting time wages; and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. 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 to Plaintiff and Class Members all of their wages, including overtime and premium wages.

JURISDICTION AND VENUE

5. This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary

1 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
2 California Superior Court and will be established according to proof at trial.

3 6. This Court has jurisdiction over this action pursuant to the California Constitution
4 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
5 those given by statute to other courts. The statutes under which this action is brought do not give
6 jurisdiction to any other court.

7 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

9 8. This Court has jurisdiction over Defendants because, upon information and belief,
10 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
11 otherwise intentionally avails itself of the California market so as to render the exercise of
12 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
13 substantial justice. Defendants have done and are doing business throughout California and Los
14 Angeles County.

15 9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
16 similarly situated Non-Exempt Employees within Los Angeles County and it is believed that
17 Defendants have employed hundreds of Class Members as Non-Exempt Employees in Los Angeles
18 County.

19 10. The California Superior Court also has jurisdiction in this matter because the
20 individual claims of the Class Members described herein are presently believed to be under the
21 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
22 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
23 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
24 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
25 Further, there is no federal question at issue, as the issues herein are based solely on California
26 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
27 Procedure, the California Civil Code, and the California Business and Professions Code.

28 11. Venue is proper in this Court because one or more of the Defendants reside, transact

1 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or
2 omissions alleged herein took place in this County.

3 **PARTIES**

4 12. Defendant Mercury Insurance Services, LLC, is a California limited liability
5 company doing business in the state of California. It is based at 555 W. Imperial Highway, Brea,
6 CA 92821.

7 13. Upon information and belief, Defendants employ Non-Exempt Employees, like
8 Plaintiff, throughout the State of California.

9 14. Plaintiff Fidel Antonio Munoz is and during the liability period has been, a resident
10 of California.

11 15. Plaintiff was employed in an hourly, non-exempt position by Defendants during the
12 relevant time period.

13 16. Plaintiff and the members of the putative class were employed as hourly paid
14 employees employed by Defendants, either directly or indirectly, in the State of California at any
15 time from four years prior to the filing of this Complaint.

16 17. Whenever in this complaint reference is made to any act, deed, or conduct of
17 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
18 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
19 actively engaged in the management, direction, control, or transaction of the ordinary business and
20 affairs of Defendants.

21 18. The true names and capacities of Defendants, whether individual, corporate,
22 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
23 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
24 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
25 capacities of the Defendants designated hereinafter as DOES when such identities become known.

26 19. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
27 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
28 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided

1 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
2 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
3 liability of the Defendants as alleged herein.

4 20. Plaintiff is further informed and believes, and thereon alleges, that at all times
5 material herein, each Defendant was completely dominated and controlled by its co-Defendants
6 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
7 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
8 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
9 Whenever and wherever reference is made to individuals who are not named as Defendants in this
10 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
11 acted on behalf of Defendants named in this complaint within the scope of their respective
12 employments.

13 **FACTUAL ALLEGATIONS**

14 21. During the relevant time frame, Defendants compensated Plaintiff and the Non-
15 Exempt Employees based upon an hourly wage.

16 22. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
17 non-exempt employees within the meaning of the California Labor Code, and the implementing
18 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
19 the IWC Wage Orders and the Labor Code.

20 23. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
21 exempt position. He worked as a Senior Auto Appraiser for Defendants approximately 5 days per
22 week, 40+ hours per week.

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

26 25. All Class Members are similarly situated in that they are all subject to Defendants'
27 uniform policies and systemic practices as specified herein.

1 26. Plaintiff and the Class Members were required to clock in at the beginning of their
2 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.
3 Plaintiff and the Class Members were not paid for all hours worked because employees were
4 required to work off the clock and because Defendants unlawfully rounded the hours worked by
5 Plaintiff and the Class Members such that they were not paid for all hours worked.

6 27. Plaintiff and Class Members off the clock work included, but was not limited to,
7 work communications outside of scheduled hours, performing certain pre and post shift activities
8 off the clock, and working during purported meal and rest periods.

9 28. Defendants knew or should have known that Plaintiff and Class Members were
10 working off the clock and should have been compensated for this time.

11 29. Further, Defendants engaged in systemic time-shaving and changed employee time
12 clock records to deduct time from hours worked, frequently for non-provided meal periods, and
13 underpaid employees.

14 30. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in
15 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
16 of time and one-half the employee's regular rate of pay per hour.

17 31. Upon information and belief, Defendants failed to incorporate all forms of non-
18 discretionary compensation into the regular rate, including bonuses, gift cards, differentials, and
19 incentives.

20 32. Plaintiff and the Class Members were regularly required to work shifts in excess of
21 five hours without being provided a lawful meal period as required by law.

22 33. Indeed, during the relevant time, as a consequence of Defendants' scheduling
23 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
24 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
25 periods as required by law.

26 34. Despite the above-mentioned meal period violations, Defendants failed to
27 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
28 additional hour of pay at their regular rate as required by California law when meal periods were
not timely or lawfully provided in a compliant manner.

1 35. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
2 should know, knew, and/or should have known that Plaintiff and the other Class Members were
3 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
4 accurately calculated compensation.

5 36. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
6 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
7 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
8 and IWC Wage Orders.

9 37. Defendants maintained and enforced scheduling practices, policies, and imposed
10 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
11 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
12 requisite rest periods were not timely authorized and permitted.

13 38. Despite the above-mentioned rest period violations, Defendants did not compensate
14 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
15 their regular rate as required by California law, including Labor Code section 226.7 and the
16 applicable IWC Wage Orders, for each day on which lawful rest periods were not authorized and
17 permitted.

18 39. In addition, Plaintiff and the Class Members were required to carry work-related
19 cellular phones during meal and rest periods, and were required to remain available. Meal and rest
20 periods were frequently interrupted as a consequence.

21 40. In addition, certain wage statements for the Class Members show deductions from
22 Class Members' paychecks. To the extent such deductions reflect a deduction from the wages of
23 its employees or a reimbursement from an employee for any cash shortage, breakage, or loss of
24 equipment, it is a violation of Labor Code sections 221-224. To extent such amounts do not reflect
25 actual deductions from wages, but reflect other sums, this constitutes a violation of Labor Code
26 section 226.

27 41. Defendants also failed to provide accurate, lawful itemized wage statements to
28 Plaintiff and the Class Members in part because of the above specified violations.

42. Defendants have also made it difficult to determine applicable rates of pay and account with precision for the unlawfully withheld wages and deductions due to be paid to Non-exempt Employees, including Plaintiff, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, and non-provided rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage Orders.

43. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Class Members for all wages owed including straight time, overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

44. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this action on his own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

46. All claims alleged herein arise under California law for which Plaintiff seeks relief as authorized by California law.

47. The proposed class is comprised of and defined as: **all persons who are or were employed by the Defendants as hourly paid, non-exempt workers in the State of California at any time from four years prior to the filing of this action¹ through resolution or trial of the matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

48. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which

¹ As properly tolled by California Rule of Court App I. R.R. Emergency Rule 9

are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively **“Minimum Wage Subclass”**);

b. All Class Members who had their hours worked rounded (collectively **“Rounding Subclass”**);

c. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek (**collectively “Overtime Subclass”**);

d. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to as the **“First Meal Period Subclass”**);

e. All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to as the **“Rest Period Subclass”**);

f. All Class Members who did not receive all owed wages at time of separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the **“Waiting Time Subclass”**);

g. All Class Members who were employed by Defendants and subject to Defendant’s unlawful deductions (hereinafter collectively referred to as the **“Unlawful Deductions Subclass”**);

h. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the **“Inaccurate Wage Statement Subclass”**);

i. All Class Members who were employed by Defendants and subject to Defendant’s Unfair Business Practices (hereinafter collectively referred to as the **“Unfair Business Practices Subclass”**).

1 49. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
2 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
3 or if it should be deemed necessary by the Court or to further divide the Class Members into
4 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
5 Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

6 50. As set forth in further detail below, this action has been brought and may properly
7 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
8 because there is a well-defined community of interest in the litigation, and the proposed Class and
9 Subclasses are easily ascertainable through Defendants' records.

10 a. Numerosity: The members of the Class and Subclasses are so numerous that
11 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
12 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
13 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
14 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
15 employment records would provide information as to the number and location of all Class
16 Members. Joinder of all members of the proposed Class is not practicable.

17 b. The proposed class is easily ascertainable. The number and identity of the
18 class members are determinable from Defendants' payroll records and time records for each class
19 member.

20 c. Commonality: There are common questions of law and fact as to the Class
21 and Subclasses that predominate over questions affecting only individual Class Members. These
22 common questions of law and fact include, without limitation:

- 23 1. Whether Defendants accurately paid Class Members for all hours worked;
- 24 2. Whether Defendants rounding practices were lawful;
- 25 3. Whether Defendants knew or should have known that Class Members were
26 required to perform work off the clock;

4. Whether Defendants accurately calculated and paid all Class Members overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8) hours per day and/or forty (40) hours per week;
5. Whether Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare Commission (“IWC”) Wage Orders;
6. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Orders on each instance that a lawful, timely 30-minute uninterrupted meal period was not provided;
10. Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;
11. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Orders on each instance that a lawful rest period was not provided;
12. Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;
13. Whether Defendants unlawfully deducted wages from Plaintiff and other Class Members;
14. Whether Defendants omitted required information from itemized wage statements;
15. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
16. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;
17. Whether Defendants' conduct was willful and/or reckless;
18. Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and

1 19. The appropriate amount of damages, restitution, and/or monetary penalties
2 resulting from Defendants' violations of California law.

3 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
4 the interests of each member of the Class and Subclasses with whom he has a well-defined
5 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be
6 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
7 which would be sought by each member of the Class and/or Subclasses in separate actions. All
8 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
9 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate
10 wage statements, failure to timely pay wages at termination, failure to pay minimum wages,
11 rounding practices, and failure to accurately pay all wages earned including all owed premium and
12 overtime wages, all due to Defendants' policies and practices that affected each member of the
13 Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair
14 and/or wrongful acts as to each member of the Class and/or Subclasses.

15 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
16 interests of each member of the Class and/or Subclasses with whom he has a well-defined
17 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
18 he has an obligation to make known to the Court any relationships, conflicts, or differences with
19 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
20 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
21 versed in the rules governing class action discovery, certification, litigation, and settlement and
22 experienced in handling such matters. Other former and current employees of Defendants may also
23 serve as representatives of the Class and Subclasses if needed.

24 f. Superiority: The nature of this action makes the use of class action
25 adjudication superior to other methods. A class action will achieve economies of time, effort,
26 judicial resources, and expense, which would not be achieved with separate lawsuits. The
27 prosecution of separate actions by individual members of the Class and/or Subclasses would create
28 a risk of inconsistent and/or varying adjudications with respect to the individual members of the

1 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
2 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
3 disposition of their interests through actions to which they were not parties. Thus, a class action is
4 superior to other available means for the fair and efficient adjudication of this controversy because
5 individual joinder of all Class Members is not practicable, and questions of law and fact common
6 to the Class predominate over any questions affecting only individual Class Members. Each
7 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
8 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
9 Class action treatment will allow those similarly situated persons to litigate their claims in the
10 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
11 unaware of any difficulties that are likely to be encountered in the management of this action that
12 would preclude its maintenance as a class action.

13 g. Public Policy Considerations: Employers in the state of California violate
14 employment and labor laws every day. However, current employees are often afraid to assert their
15 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
16 because they believe their former employers may damage their future endeavors through negative
17 references and/or other means. The nature of this action allows for the protection of current and
18 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
19 California have a significant interest in ensuring employers comply with California's labor laws
20 and in ensuring those employers who do not are prevented from taking further advantage of their
21 employees.

22 **CLASS ACTION CLAIMS**

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGES**

25 **(By Plaintiff and the Class Against Defendants)**

26 51. Plaintiff incorporates each and every allegation set forth in all of the foregoing
27 paragraphs as if fully set forth herein.

28 52. Labor Code section 204 establishes the fundamental right of all employees in the

1 State of California to be paid wages, including minimum wage, straight time and overtime, in a
2 timely fashion for their work.

3 53. Labor Code section 1194(a) provides that notwithstanding any agreement to work
4 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
5 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
6 of the full amount of this minimum wage or overtime compensation, including interest thereon,
7 reasonable attorney's fees, and costs of suit.

8 54. Labor Code section 1197 provides: The minimum wage for employees fixed by the
9 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
10 and the payment of a lower wage than the minimum so fixed is unlawful.

11 55. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
12 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
13 Wage Orders.

14 56. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12
15 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
16 state law.

17 57. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
18 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
19 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
20 equal to the unpaid wages and interest accrued thereon.

21 58. During all relevant periods, the California Labor Code and Wage Orders required
22 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
23 for all hours worked.

24 59. The IWC Wage Orders define "hours worked" as "the time during which an
25 employee is subject to the control of an employer, and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so."

27 60. At all times relevant, Plaintiff and Class Members consistently worked hours for
28 which they were not paid because Defendants frequently required Plaintiff and the Class Members

1 to work off the clock. Plaintiff and Class Members off the clock work included, but was not limited
2 to, work communications outside of scheduled hours, performing certain pre and post shift
3 activities off the clock, and working during purported meal and rest periods.

4 61. Further, Defendants engaged in systemic time-shaving and changed employee time
5 clock records to deduct time from hours worked, frequently for non-provided meal periods, and
6 underpaid employees.

7 62. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
8 Class Members were working off the clock and that they should have been paid for this time.

9 63. In addition, Defendants failed to pay at least minimum wage for all hours worked
10 because, upon information and belief, Defendants rounded hours worked against Plaintiff and the
11 Class Members' interests.

12 64. Defendant's policy and practice of not paying all minimum wages violates
13 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
14 applicable Wage Order 4-2001.

15 65. Due to Defendants' violations of the California Labor Code and Wage Orders,
16 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
17 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
18 judgment and post-judgment interest, as well as liquidated damages.

19
20 **SECOND CAUSE OF ACTION**
21 **FAILURE TO PAY OVERTIME OWED**

22 **(By Plaintiff and the Class Against All Defendants)**

23 66. Plaintiff incorporates each and every allegation set forth in all of the foregoing
24 paragraphs as if fully set forth herein.

25 67. During all relevant periods, Defendant required Plaintiff and the Class members to
26 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
27 per workweek.

28 68. During all relevant periods, both the California Labor Code sections 1194, 1197,

1 510, 1198, and the pertinent Wage Order 4-2001 required that all work performed by an employee
2 in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in
3 excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the
4 employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required
5 to be compensated at the rate of no less than twice the regular rate of pay for an employee. In
6 addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required
7 to be compensated at the rate of no less than twice the regular rate of pay of an employee.

8 69. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
9 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
10 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
11 regular rate of pay.

12 70. The IWC Wage Orders define "hours worked" as "the time during which an
13 employee is subject to the control of an employer, and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so."

15 71. At all times relevant, Plaintiff and Class Members consistently worked hours for
16 which they were not paid because Plaintiff and the Class Members were required to work off the
17 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
18 hours in a workweek and should have been paid at the overtime rate.

19 72. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
20 Class Members were working off the clock and that they should have been paid for this time.

21 73. In addition, upon information and belief, Defendants failed to incorporate all forms
22 of compensation, including without limitation bonuses, gift cards, differentials, and incentives, into
23 the regular rate for overtime purposes.

24 74. As a result, Defendants failed to pay Plaintiff and the Class Members earned
25 overtime wages and such employees suffered damages as a result.

26 75. Defendants knew or should have known Plaintiff and the Class Members were
27 undercompensated as a result of these practices.

28 76. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class

Members are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE LAWFUL MEAL PERIODS

(By Plaintiff and the Meal Period Subclasses Against All Defendants)

77. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

78. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

79. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

80. As a consequence of Defendants' policies and practices, requirements, demands, coverage and staffing, Plaintiff and the Class Members were often required to forego such meal periods, take shortened meal periods, and/or commence their meal periods into and beyond the sixth hour of their shifts.

81. In addition, Plaintiff and, upon information and belief, the Class Members were required to carry work-related cellular phones during meal and rest periods, and were required to remain available. Meal and rest periods were frequently interrupted as a consequence.

82. Upon information and belief, Plaintiff and the Class Members were not paid one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

83. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

84. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover

one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

85. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

(By Plaintiff and the Rest Period Subclasses Against All Defendants)

86. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

87. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

88. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

89. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

90. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and Class Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were frequently

1 untimely or less than net ten minutes because of the work requirements imposed by Defendants,
2 and frequent calls during rest periods.

3 91. In addition, as detailed above, Plaintiff and the Class Members were required to
4 carry work-related cellular phones during meal and rest periods, and were required to remain
5 available. Meal and rest periods were frequently interrupted as a consequence.

6 92. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
7 for each day that a rest period violation occurred. On information and belief, the other members of
8 the Class endured similar violations as a result of Defendants' rest period policies and practices and
9 Defendant did not pay said Class Members premium pay as required by law.

10 93. By their failure to authorize and permit Plaintiff and the Class Members to take a
11 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
12 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
13 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
14 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
15 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
16 provisions of Labor Code sections 226.7 and the applicable IWC Wage Orders.

17 94. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
18 represent have been deprived of premium wages in amounts to be determined at trial, and are
19 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
20 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING**
23 **EMPLOYMENT**

24 **(By Plaintiff and the Class Against All Defendants)**

25 95. Plaintiff incorporates by reference and realleges each and every allegation contained
26 above, as though fully set forth herein.

27 96. Labor Code section 204 requires that all wages are due and payable twice in each
28 calendar month.

97. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due and payable to each employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

98. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code.

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

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

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

103. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff and the Waiting Time Subclass Against All Defendants)

100. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

101. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

102. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30

1 days of wages.

2 103. Plaintiff and Class Members are entitled to compensation for all forms of wages
3 earned, including but not limited to minimum wages, overtime, and premium meal and rest period
4 compensation, but to date have not received such compensation, therefore entitling them to Labor
5 Code § 203 penalties.

6 104. In addition, irrespective of any derivative violation, Defendants failed to timely pay
7 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
8 of termination despite their obligations under Labor Code 201 and 202.

9 105. More than thirty (30) days have passed since affected Waiting Time Subclass
10 Members have left Defendants' employ, and on information and belief, they have not received
11 payment pursuant to Labor Code § 203.

12 106. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
13 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

14 SEVENTH CAUSE OF ACTION

15 UNLAWFUL DEDUCTIONS

16 (By Plaintiff and Unlawful Deductions Subclass Against Defendants)

17 107. Plaintiff incorporated each and every allegation set forth in all of the foregoing
18 paragraphs as if fully set forth herein.

19 108. Labor Code section 212(a) provides "No person, or agent or officer thereof, shall
20 issues a payment of wages due, or to become due, or as an advance on wages to be earned:

- 21 (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness,
22 unless it is negotiable and payable in case, on demand, without discount, at some
23 established place of business in the state, the name and address of which must appear
24 on the instrument, and at the time of its issuance and for a reasonable time thereafter,
25 which must be at least 30 days, the maker or drawer has sufficient funds in, or credit,
26 arrangement, or understanding with the drawee for its payment.

27 109. Labor Code section 221 provides "it shall be unlawful for any employer to collect
28 or receive from an employee any part of wages theretofore paid by said employer to said employee."

1 110. Labor Code section 223 provide “it shall be unlawful for any employer to collect or
2 receive from an employee any part of wages theretofore paid by said employer to said employee.”

3 111. During the relevant time period Defendants made unlawful deductions from
4 Plaintiff’s and Class Members’ wages.

5 112. As a consequence of such practice, Plaintiff and Class Members were paid less than
6 all wages earned for all hours worked and services performed.

7 113. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
8 been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such
9 amounts, plus interest and penalties thereon, attorneys’ fees, and costs under the California Labor
10 Code, the applicable IWC Wage Orders, and Civil Code 3287.

11 **EIGHTH CAUSE OF ACTION**

12 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

13 **EMPLOYEE WAGE STATEMENT PROVISIONS**

14 **(By Plaintiff and Wage Statement Subclass Against Defendants)**

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

17 115. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
18 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
19 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
20 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
21 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
22 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
23 the employee and only the last four digits of his or her social security number or an employee
24 identification number other than a social security number, (8) the name and address of the legal
25 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
26 and the corresponding number of hours worked at each hourly rate by the employee....”.

27 116. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
28 accurate information with respect to each employee including the following: (3) Time records

1 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
2 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
3 and applicable rates of pay....”

4 117. Labor Code section 1174 of the California also requires Defendants to maintain and
5 preserve, in a centralized location, among other items, records showing the names and addresses of
6 all employees employed and payroll records showing the hours worked daily by, and the wages
7 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
8 and intentionally failed to comply with Labor Code section 1174, including by implementing the
9 policies and procedures and committing the violations alleged in the preceding causes of action and
10 herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
11 Code section 1175.

12 118. Defendants have failed to record many of the items delineated in applicable
13 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
14 including by virtue of the fact that each wage statement which failed to accurately compensate
15 Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest
16 periods, or which failed to include compensation for all minimum wages earned or overtime hours
17 worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated
18 totals hours worked, hours worked at each hourly wage rate, and the name and address of the
19 employer.

20 119. On information and belief, Defendants failed to implement and preserve a lawful
21 record-keeping method to record all non-provided meal and rest periods owed to employees or all
22 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
23 and applicable California Wage Orders. In order to determine if they had been paid the correct
24 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
25 and are compelled to try to discover the required information missing from their wage statements
26 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
27 statements Defendants provided to them.

28 120. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC

1 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
2 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
3 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
4 accurately include all applicable hourly rates on the wage statements and the corresponding number
5 of hours worked at such rates or hours paid at such rates. In addition, Defendants have failed to
6 provide accurate itemized wage statements as a consequence of the above-specified violations for
7 failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay
8 meal and rest period premiums as required by law.

9 121. Moreover, upon information and belief, as a pattern and practice, in violation of
10 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
11 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
12 Statement Class, including but not limited to, beginning and ending of each work period, meal
13 period and split shift interval, the total daily hours worked, and the total hours worked per pay
14 period and applicable rates of pay.

15 122. Plaintiff and the members of the Wage Statement Class have suffered injury as a
16 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
17 Class in that the members of the Wage Statement Class were not timely provided written accurate
18 itemized statements showing all requisite information, such that the members of the Wage
19 Statement Class were misled by Defendants as to the correct information regarding various items,
20 including but not limited to total hours worked by the employee, net wages earned and all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked at each
22 hourly rate.

23 123. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
24 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a
25 maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

NINTH CAUSE OF ACTION
VIOLATION OF THE UNFAIR COMPETITION LAW
(By Plaintiff and Class Against All Defendants)

124. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

125. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

126. Defendants' policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.*

127. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law.

128. The state law violations, including violations of the relevant IWC Wage Orders, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages and overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate itemized wage statement as specified above.

129. Plaintiff and the Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

130. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of

attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to pay overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and

1 6. For such other and further relief as the Court deems proper.

2 **On the Third Cause of Action**

3 **(Failure to Provide Lawful Meal Periods)**

4 1. For one (1) hour of premium pay for each day in which a required meal period was
5 not lawfully provided;

6 2. For reasonable attorneys' fees and costs pursuant to statute; and

7 3. For such other and further relief as the Court deems proper.

8 **On the Fourth Cause of Action**

9 **(Failure to Authorize and Permit Lawful Rest Periods)**

10 1. For one (1) hour of premium pay for each day in which a required rest period was
11 not lawfully authorized and permitted; and

12 2. For reasonable attorneys' fees and costs pursuant to statute; and

13 3. For such other and further relief as the Court deems proper.

14 **On the Fifth Cause of Action**

15 **(Failure to Timely Pay Wages Due and Payable During Employment)**

16 1. For unpaid wages;

17 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
18 unlawfully withheld;

19 3. For interest;

20 4. For reasonable attorneys' fees and costs pursuant to statute; and

21 5. For such other and further relief as the Court deems proper.

22 **On the Sixth Cause of Action**

23 **(Failure to Timely Pay Wages At Separation)**

24 1. For unpaid wages;

25 2. For penalties pursuant to Labor Code § 203;

26 3. For interest;

27 4. For reasonable attorneys' fees and costs pursuant to statute; and

28 5. For such other and further relief as the Court deems proper.

1 **On the Seventh Cause of Action**

2 **(Unlawful Deductions)**

- 3 1. For statutory penalties;
- 4 2. For wages unlawfully withheld;
- 5 3. For reasonable attorneys' fees and costs; and
- 6 4. For such other and further relief as the Court deems proper;

7 **On the Eighth Cause of Action**

8 **(Failure to Provide Accurate Itemized Wage Statements)**

- 9 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 10 2. For reasonable attorneys' fees and costs; and
- 11 3. For such other and further relief as the Court deems proper;

12 **On the Ninth Cause of Action**

13 **(Violation of the Unfair Competition Law)**

14 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of

15 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime

16 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium

17 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last

18 four (4) years in an amount according to proof;

19 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to

20 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,

21 1198 ;

22 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due

23 from the day that such amounts were due;

24 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to

25 recover under the Labor Code; and

- 26 5. For such other and further relief as the Court deems proper.
- 27

28 **DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter to the fullest extent available under the law.

Respectfully submitted,

Dated: March 29, 2024


JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

Attorneys for FIDEL ANTONIO MUNOZ, on behalf of
himself and all others similarly situated