

ENDORSED  
FILED  
San Francisco County Superior Court

OCT 11 2019

CLERK OF THE COURT  
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Deputy Clerk

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11 Attorneys for Representative Plaintiff  
12 and the Plaintiff Class

13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 DANIEL HINDS, individually, and on  
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 AMBER INDIA CORPORATION, and  
20 DOES 1 through 100, inclusive,

21 Defendant.

Case No.

**INDIVIDUAL AND CLASS ACTION**

**COMPLAINT FOR DAMAGES, INJUNCTIVE  
RELIEF AND RESTITUTION**

**[JURY TRIAL DEMANDED]**

22 Representative Plaintiff alleges as follows:

23 **INTRODUCTION**

24 1. This is an individual and class action seeking unpaid regular and overtime wages,  
25 including unpaid compensation for meal and/or rest period violations, interest thereon, liquidated  
26 damages and other penalties, injunctive and other equitable relief, and reasonable attorneys' fees  
27 and costs under, *inter alia*, California Labor Code §§ 98.6, 200-204, inclusive, 226, 226.7, 226.8,  
28 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802, California Business and Professions  
Code §§ 17200, *et seq.* and California Code of Civil Procedure § 1021.5. Plaintiff Daniel Hinds  
("Representative Plaintiff" or "Plaintiff") brings this action on behalf of himself and all other  
persons similarly situated ("Class Members" and/or the "Plaintiff Class") who are or have been

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1 employed by defendant Amber India Corporation d.b.a. Amber India Restaurant (“Defendant”) as  
2 non-exempt employees within the State of California within the applicable class period.

3 2. For the class allegations, the period is designated as the time from October 10, 2015  
4 through trial, based upon the allegation that the violations of California’s wage and hour laws, as  
5 described more fully below, have been ongoing throughout that time.

6 3. During the class period, Defendant has had a consistent policy of (1) unlawfully  
7 denying Plaintiff and Class Members statutorily-mandated meal and rest periods, (2) willfully  
8 failing to provide Plaintiff and Class Members with accurate semimonthly itemized wage  
9 statements reflecting the total number of hours each worked, the applicable deductions, and the  
10 applicable hourly rates in effect during the pay period and (3) willfully failing to pay compensation  
11 in a prompt and timely manner to Plaintiff and those Class Members whose employment with  
12 Defendant has terminated.

13 4. Defendant operates a chain of Indian restaurants within California for which  
14 Representative Plaintiff worked as a non-exempt employee. The Representative Plaintiff is  
15 informed and believes and, on that basis, alleges that, within the Class Period, Defendant employed  
16 dozens of individuals in California in recent years to work in its restaurants, employment positions  
17 which did not, and currently do not, meet any known test for exemption from the payment of  
18 overtime wages and/or the entitlement to meal or rest periods.

19 5. Despite actual knowledge of these facts and legal mandates, Defendant has and  
20 continues to enjoy an advantage over its competition and a resultant disadvantage to its workers  
21 by electing not to pay all wages due (missed meal and rest period compensation) and/or all  
22 penalties due (including “waiting time” penalties) to its California based non-exempt employees.

23 6. Representative Plaintiff is informed and believes and, based thereon, alleges that  
24 Defendant’s officers knew of these facts and legal mandates yet, nonetheless, repeatedly  
25 authorized and/or ratified the violation of the laws cited herein.

26 7. Despite Defendant’s knowledge of Class Members’ entitlement to meal and/or rest  
27 periods for all applicable work periods, Defendant failed to provide the same to Class Members,  
28

1 in violation of California state statutes, the applicable California Industrial Welfare Commission  
2 Wage Order, and Title 8 of the California Code of Regulations.

3 8. This action is brought to redress and end this prolonged pattern of unlawful conduct  
4 once and for all.

5 **JURISDICTION AND VENUE**

6 9. This Court has jurisdiction over the Representative Plaintiffs and Class Members'  
7 claims for unpaid wages, expenses and/or penalties under, *inter alia*, the applicable Industrial  
8 Welfare Commission Wage Order, Title 8 of the California Code of Regulations, various sections  
9 of the California Labor Code, and/or the California Code of Civil Procedure § 1021.5.

10 10. Additionally, this Court has jurisdiction over the Representative Plaintiff's and  
11 Class Members' claims for injunctive relief and restitution of ill-gotten benefits arising from  
12 Defendant's unfair and/or fraudulent business practices under California Business & Professions  
13 Code § 17200, *et seq.*

14 11. Finally, this Court has jurisdiction over the Representative Plaintiff's individual  
15 claims for damages and penalties.

16 12. Venue as to Defendant is proper in this judicial district pursuant to California Code  
17 of Civil Procedure § 395(a). Defendant owns and operates a chain of restaurants with locations  
18 within the County of San Francisco (where Plaintiff and numerous Class Members worked),  
19 transacts business, has agents, and is otherwise within this Court's jurisdiction for purposes of  
20 service of process. The unlawful acts alleged herein have and have had a direct effect on  
21 Representative Plaintiff and those similarly situated within the State of California and within the  
22 County of San Francisco.

23 **PLAINTIFF**

24 13. Representative Plaintiff Daniel Hinds is a natural person who was employed by  
25 Defendant as a non-exempt worker during the Class Period.

26 14. In these capacities, Representative Plaintiff is and was entitled to full, uninterrupted  
27 and statutorily-mandated meal and rest periods, as well as other benefits of employment as set  
28 forth herein.

**DEFENDANT**

1 15. Representative Plaintiff is informed and believes and, based thereon, alleges that,  
2 at all times herein relevant, defendant Amber India Corporation did business within the State of  
3 California operating a chain of restaurants.

4 16. Those defendants identified as Does 1 through 100, inclusive, are and were, at all  
5 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some or  
6 each of the remaining defendants. Representative Plaintiff is informed and believes and, on that  
7 basis, alleges that at all relevant times herein mentioned, Amber India Corporation and those  
8 identified as Does 1 through 100, inclusive, employed, and/or exercised control over the wages,  
9 hours, and/or working conditions of the Representative Plaintiff and Class Members within the  
10 State of California.

11 17. The Representative Plaintiff is unaware of the true names and capacities of those  
12 defendants sued herein as Does 1 through 100, inclusive and, therefore, sues these defendants by  
13 such fictitious names. The Representative Plaintiff will seek leave of court to amend this  
14 Complaint when such names are ascertained. The Representative Plaintiff is informed and believes  
15 and, on that basis, alleges that each of the fictitiously-named defendants was responsible in some  
16 manner for, gave consent to, ratified, and/or authorized the conduct herein alleged and that the  
17 Representative Plaintiff's and Class Members' damages, as herein alleged, were proximately  
18 caused thereby.

19 18. Representative Plaintiff is informed and believes and, on that basis, alleges that, at  
20 all relevant times herein mentioned, each of the defendants was the agent and/or employee of each  
21 of the remaining defendants and, in doing the acts herein alleged, was acting within the course and  
22 scope of such agency and/or employment.

23  
24 **CLASS ACTION ALLEGATIONS**

25 19. The Representative Plaintiff brings this action on behalf of himself and as a class  
26 action on behalf of all persons similarly situated and proximately damaged by Defendants' conduct  
27 including, but not necessarily limited to, the following Plaintiff Class:  
28

1 "All persons employed by Defendant as a non-exempt employee in  
2 California at any time on or after October 10, 2015"

3 20. Defendant's officers and directors are excluded from the Plaintiff Class.

4 21. This action has been brought and may properly be maintained as a class action  
5 under California Code of Civil Procedure § 382 because there is a well-defined community of  
6 interest in the litigation and the proposed Class is easily ascertainable.

7 a. Numerosity: A class action is the only available method for the fair  
8 and efficient adjudication of this controversy. The members of the  
9 Plaintiff Class are so numerous that joinder of all members is  
10 impractical, if not impossible, insofar as Representative Plaintiff is  
11 informed and believes and, on that basis, alleges that there are  
12 sufficient Class Members to meet the numerosity requirement.  
13 Membership in the Class will be determined upon analysis of  
14 employee and payroll, among other, records maintained by  
15 Defendant.

16 b. Commonality: The Representative Plaintiff and the Class Members  
17 share a community of interests in that there are numerous common  
18 questions and issues of fact and law which predominate over any  
19 questions and issues solely affecting individual members, including,  
20 but not necessarily limited to:

21 1) Whether Defendant violated California Business and  
22 Professions Code § 17200, *et seq.* by failing to provide meal  
23 and/or rest breaks to Class Members working eligible shifts;

24 2) Whether Defendant violated California Labor Code § 1174 by  
25 failing to keep accurate records of employees' hours of work;

26 3) Whether Defendant violated California Labor Code §§ 201-204  
27 by failing to pay wages due and owing at the time that certain  
28 Class Members' employment with Defendant terminated;

1) Whether Defendant violated California Labor Code § 226 by  
failing to provide semimonthly itemized statements to Class  
Members of total hours worked by each and all applicable  
hourly rates in effect during the pay period; and

2) Whether Class Members are entitled to "waiting time"  
penalties, pursuant to California Labor Code § 203.

c. Typicality: The Representative Plaintiff's claims are typical of the  
claims of Class Members. The Representative Plaintiff and Class  
Members sustained damages arising out of and caused by  
Defendant's common course of conduct in violation of law, as  
alleged herein.

d. Adequacy of Representation: The Representative Plaintiff in this  
class action is an adequate representative of the Plaintiff Class in

1 that the Representative Plaintiff's claims are typical of those of the  
2 Plaintiff Class and the Representative Plaintiff has the same interest  
3 in the litigation of this case as the Class Members. The  
4 Representative Plaintiff is committed to vigorous prosecution of this  
5 case and has retained competent counsel who are experienced in  
6 conducting litigation of this nature. The Representative Plaintiff is  
7 not subject to any individual defenses unique from those  
8 conceivably applicable to Class Members as a whole. The  
9 Representative Plaintiff anticipates no management difficulties in  
10 this litigation.

- 11 e. Superiority of Class Action: Since the damages suffered by  
12 individual Class Members, while not inconsequential, may be  
13 relatively small, the expense and burden of individual litigation by  
14 each member makes or may make it impractical for Class Members  
15 to seek redress individually for the wrongful conduct alleged herein.  
16 Should separate actions be brought, or be required to be brought, by  
17 each individual Class Member, the resulting multiplicity of lawsuits  
18 would cause undue hardship and expense for the Court and the  
19 litigants. The prosecution of separate actions would also create a risk  
20 of inconsistent rulings which might be dispositive of the interests of  
21 other Class Members who are not parties to the adjudications and/or  
22 may substantially impede their ability to adequately protect their  
23 interests.

### 24 COMMON FACTUAL ALLEGATIONS

25 22. As described herein, for years, Defendant has knowingly failed to adequately  
26 compensate those employees within the class definition identified above for all wages earned  
27 (including premium wages such as compensation for missed meal and/or rest periods) under the  
28 California Labor Code and the applicable IWC Wage Order, thereby enjoying a significant  
competitive edge over other service providers.

23 23. Defendant has declined to pay these wages, even upon a Class Member's  
24 termination or resignation from employment, in blatant violation of California Labor Code §§ 201  
25 and/or 202.

26 24. California Labor Code §§ 201 and 202 require Defendant to pay severed employees  
27 all wages due and owed to the employee immediately upon discharge or within 72 hours of  
28 resignation of their positions, in most circumstances. California Labor Code § 203 provides that  
an employer who willfully fails to timely pay such wages must, as a penalty, continue to pay the  
subject employees' wages until the back wages are paid in full or an action is commenced, and the  
payment of such penalty shall continue for a period of time up to 30 days.

1           25.     Furthermore, despite its knowledge of the Representative Plaintiff's and the Class  
2 Members' entitlement to compensation for all hours worked, Defendant violated California Labor  
3 Code § 1174(d) by failing to provide or require the use, maintenance, or submission of time records  
4 by members of the Plaintiff Class. Defendants also failed to provide the Representative Plaintiff  
5 and Class Members with accurate semimonthly itemized statements of the total number of hours  
6 worked by each, and all applicable hourly rates in effect, during the pay period, in violation of  
7 California Labor Code § 226. In failing to provide the required documents, Defendants have not  
8 only failed to pay its workers the full amount of compensation due, but the company has also, until  
9 now, effectively shielded itself from its employees' scrutiny by concealing the magnitude and  
10 financial impact of its wrongdoing that such documents might otherwise have led workers to  
11 discover.

12           26.     Representative Plaintiff and all persons similarly situated are entitled to unpaid  
13 compensation, yet, to date, have not received such compensation despite many of the same having  
14 been terminated by and/or resigned from Defendants' employ. More than 30 days have passed  
15 since certain Class Members have left Defendants' employ.

16           27.     As a consequence of Defendants' willful conduct in not paying former employees  
17 compensation for all hours worked in a prompt and timely manner, certain Class Members are  
18 entitled to up to 30 days wages as a penalty under California Labor Code § 203, together with  
19 attorneys' fees and costs.

20           28.     As a direct and proximate result of Defendants' unlawful conduct, as set forth  
21 herein, Representative Plaintiff and Class Members have sustained damages, as described above,  
22 including compensation for loss of earnings for hours worked on behalf of Defendants, in an  
23 amount to be established at trial. As a further direct and proximate result of Defendants' unlawful  
24 conduct, as set forth herein, certain Class Members are entitled to recover "waiting time" penalties  
25 (pursuant to California Labor Code § 203) and penalties for failure to provide semimonthly  
26 statements of hours worked and all applicable hourly rates (pursuant to California Labor Code §  
27 226) in an amount to be established at trial. As a further direct and proximate result of Defendants'  
28 unlawful conduct, as set forth herein, Representative Plaintiff and Class Members are also entitled

1 to recover costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5,  
2 among other authorities.

3 29. Representative Plaintiff seeks injunctive relief prohibiting Defendants from  
4 engaging in the complained-of illegal labor acts and practices in the future. Representative Plaintiff  
5 also seeks restitution of costs incurred by Representative Plaintiff and Class Members under  
6 California's Unfair Competition Law. Unless enjoined, Defendants' unlawful conduct will  
7 continue unchecked, while Representative Plaintiff and Class Members bear the financial brunt of  
8 Defendants' unlawful conduct. As a further direct and proximate result of Defendants' unlawful  
9 conduct, as set forth herein, Representative Plaintiff and the Plaintiff Class are also entitled to  
10 recover costs and attorneys' fees, pursuant to statute.

11  
12 **FIRST CAUSE OF ACTION**  
13 **UNLAWFUL FAILURE TO PAY WAGES**  
14 **(California Labor Code §§ 200-204, 510, 558, 1194, and 1198; IWC Wage Order(s))**

15 30. Plaintiff incorporates in this cause of action each and every allegation of the  
16 preceding paragraphs, with the same force and effect as though fully set forth herein.

17 31. During the limitations period, Plaintiff performed work for Defendants. The  
18 number of hours will be proven at trial.

19 32. During the limitations period, Defendants refused to compensate Plaintiff for all of  
20 the wages earned, in violation of the applicable IWC Wage Order(s) and provisions of the  
21 California Labor Code.

22 33. Defendants' conduct, as heretofore detailed, represents underpayment of wages  
23 pursuant to California Labor Code § 558 for which Plaintiff seeks damages and/or penalties  
24 according to proof.

25 34. As a direct and proximate result of Defendants' unlawful conduct, as set forth  
26 herein, Plaintiff has sustained damages, including loss of earnings for hours worked on behalf of  
27 Defendants, in an amount to be established at trial. As a further direct and proximate result of  
28 Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties in



1 amounts to be established at trial, as well as attorneys' fees and costs, and restitution, pursuant to  
2 statute.

3 **SECOND CAUSE OF ACTION**  
4 **FAILURE TO PROVIDE MEAL AND REST PERIODS**  
5 **(California Labor Code §§ 226.7 and 512)**

6 35. Representative Plaintiff incorporates in this cause of action each and every  
7 allegation of the preceding paragraphs, with the same force and effect as though fully set forth  
8 herein.

9 36. At all relevant times, Defendants were aware of and were under a duty to comply  
10 with California Labor Code § 226.7 and §512.

11 37. California Labor Code § 226.7 provides:

12 (a) No employer shall require any employee to work during any  
13 meal or rest period mandated by an applicable order of the Industrial  
14 Welfare Commission.

15 (b) If an employer fails to provide an employee a meal period or  
16 rest period in accordance with an applicable order of the Industrial  
17 Welfare Commission, the employer shall pay the employee one  
18 additional hour of pay at the employee's regular rate of  
19 compensation for each work day that the meal or rest period is not  
20 provided.

21 38. Moreover, California Labor Code § 512(a) provides:

22 An employer may not employ an employee for a work period of  
23 more than five hours per day without providing the employee with  
24 a meal period of not less than 30 minutes, except that if the total  
25 work period per day of the employee is no more than six hours, the  
26 meal period may be waived by mutual consent of both the employer  
27 and employee. An employer may not employ an employee for a  
28 work period of more than 10 hours per day without providing the  
employee with a second meal period of not less than 30 minutes,  
except that if the total hours worked is no more than 12 hours, the  
second meal period may be waived by mutual consent of the  
employer and the employee only if the first meal period was not  
waived.

39. Sections 11 and 12, respectively, of the applicable IWC Wage Order mandate that  
employers provide all applicable meal and/or rest periods to non-exempt (including exempt-  
misclassified) employees.

40. Section 11 of the applicable IWC Wage Order provides:

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- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes...
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes...
- (C) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

41. Moreover, Section 12 of the applicable IWC Wage Order provides:

- (A) 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 or major fraction thereof ....
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

42. By failing to consistently provide uninterrupted thirty-minute meal periods within the first five hours of work each day and/or uninterrupted net ten-minute rest periods to Representative Plaintiff and Class Members, Defendants violated the California Labor Code and applicable IWC Wage Order provisions.

43. Representative Plaintiff is informed and believes and, on that basis, alleges that Defendants have never paid the one hour of compensation to any Class Member due to its violations of the California Labor Code and applicable IWC Wage Order provisions.

44. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Representative Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed meal and/or rest periods, in an amount to be established at trial.

1 45. As a further direct and proximate result of Defendants' unlawful conduct, as set  
2 forth herein, certain Class Members are entitled to recover other penalties, in amounts to be  
3 established at trial, as well as recovery of attorneys' fees and costs, pursuant to statute.

4 **THIRD CAUSE OF ACTION**  
5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**  
6 **(California Labor Code §§ 226 and 1174)**

7 46. Representative Plaintiff incorporates in this cause of action each and every  
8 allegation of the preceding paragraphs, with the same force and effect as though fully set forth  
9 herein.

10 47. California Labor Code § 226(a) provides:

11 Each employer shall semimonthly, or at the time of each payment of  
12 wages, furnish each of his or her employees either as a detachable  
13 part of the check, draft or voucher paying the employee's wages, or  
14 separately when wages are paid by personal check or cash, an  
15 itemized wage statement in writing showing: (1) gross wages  
16 earned; (2) total number of hours worked by each employee whose  
17 compensation is based on an hourly wage; (3) all deductions,  
18 provided that all deductions made on written orders of the employee  
19 may be aggregated and shown as one item; (4) net wages earned; (5)  
20 the inclusive date of the period for which the employee is paid; (6)  
21 the name of the employee and his or her social security number; and  
22 (7) the name and address of the legal entity which is the employer.

23 48. Moreover, California Labor Code § 226(e) provides:

24 An employee suffering injury as a result of a knowing and  
25 intentional failure by an employer to comply with subdivision (a) is  
26 entitled to recover the greater of all actual damages or fifty dollars  
27 (\$50) for the initial pay period in which a violation occurs and one  
28 hundred dollars (\$100) per employee for each violation in a  
subsequent pay period, not exceeding an aggregate penalty of four  
thousand dollars (\$4,000), and is entitled to an award of costs and  
reasonable attorney's fees.

49. Finally, California Labor Code § 1174(d) provides:

Every person employing labor in this state shall. . . [k]eep, at a  
central location in the state...payroll records showing the hours  
worked daily by and the wages paid to...employees.... These records  
shall be kept in accordance with rules established for this purpose  
by the commission, but in any case shall be kept on file for not less  
than two years.

1 50. Representative Plaintiff seeks to recover actual damages, costs, and attorneys' fees  
2 under these provisions on behalf of himself and on behalf of all Class Members.

3 51. Defendants have failed to provide timely, accurate itemized wage statements to the  
4 Representative Plaintiff and Class Members in accordance with California Labor Code § 226.  
5 Representative Plaintiff is informed and believes and, on that basis, alleges that none of the  
6 statements provided by Defendants accurately reflected actual gross wages earned, net wages  
7 earned, or the appropriate deductions of such Class Members.

8 52. As a direct and proximate result of Defendants' unlawful conduct, as set forth  
9 herein, the Representative Plaintiff and Class Members have sustained damages in an amount to  
10 be established at trial and are entitled to recover attorneys' fees and costs of suit.

11  
12 **FOURTH CAUSE OF ACTION**  
13 **FAILURE TO PAY WAGES ON TERMINATION**  
14 **(California Labor Code § 203)**

15 53. Representative Plaintiff incorporates in this cause of action each and every  
16 allegation of the preceding paragraphs, with the same force and effect as though fully set forth  
17 herein.

18 54. California Labor Code § 203 provides that:  
19 If an employer willfully fails to pay, without abatement or reduction, in  
20 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an  
21 employee who is discharged or who quits, the wages of the employee shall  
22 continue as a penalty from the due date thereof at the same rate until paid or  
23 until an action therefor is commenced; but the wages shall not continue for  
24 more than 30 days.

25 55. Numerous Class Members were employed by Defendants during the class period  
26 and were thereafter terminated or resigned from their positions, yet they were not paid all premium  
27 (overtime) wages due upon said termination or within 72 hours of said resignation of employment  
28 therefrom. Said non-payment was the direct and proximate result of a willful refusal to do so by  
Defendants.

56. More than 30 days have elapsed since certain Class Members were involuntarily  
terminated or voluntarily resigned from Defendants' employ.



1           1.       That the Court declare, adjudge, and decree that this action is a proper class action  
2 and certify the proposed Class and/or any other appropriate subclasses under California Code of  
3 Civil Procedure § 382;

4           2.       That the Court declare, adjudge, and decree that Defendants willfully violated their  
5 legal duties to pay all wages due under the California Labor Code and the applicable California  
6 Industrial Welfare Commission Wage Orders;

7           3.       That the Court make an award to the Representative Plaintiff and the Class  
8 Members of one hour of pay at each employee's regular rate of compensation for each workday  
9 that a meal period was not provided;

10          4.       That the Court make an award to the Representative Plaintiff and the Class  
11 Members of one hour of pay at each employee's regular rate of compensation for each workday  
12 that a rest period was not provided;

13          5.       That the Court Order Defendants to pay restitution to the Representative Plaintiff  
14 and the Class Members due to Defendants' unlawful activities, pursuant to California Business  
15 and Professions Code §§ 17200-17208;

16          6.       That the Court further enjoin Defendants, ordering them to cease and desist from  
17 unlawful activities in violation of California Business and Professions Code § 17200, *et seq.*

18          7.       For all other Orders, findings and determinations identified and sought in this  
19 Complaint;

20          8.       For interest on the amount of any and all economic losses, at the prevailing legal  
21 rate;

22          9.       That the Court make an award to Plaintiff of penalties, pursuant to California Labor  
23 Code §§ 203, 226, 558, and 1174.5, in an amount to be proven at trial;

24          10.       For reasonable attorneys' fees, pursuant to California Code of Civil Procedure §  
25 1021.5; and

26          11.       For costs of suit and any and all such other relief as the Court deems just and proper.  
27  
28

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**JURY DEMAND**

Representative Plaintiff, on behalf of himself and the Plaintiff Class, hereby demands a trial by jury.

Dated: October 10, 2019

**SCOTT COLE & ASSOCIATES, APC**

By:   
Laura Van Note, Esq.  
Attorneys for Representative Plaintiff  
and the Plaintiff Class