

Exhibit A

1 DENTE LAW, P.C.
2 MATTHEW S. DENTE (SB# 241547)
3 5040 Shoreham Place
4 San Diego, CA 92122
5 Telephone: 619.550.3475
6 Facsimile: 619.342.9668
7 matt@dentelaw.com

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By Candace Schaeffer, Deputy Clerk

5 MESERVY LAW, P.C.
6 LONDON D. MESERVY (SB# 216654)
7 401 West A Street, Suite 1712
8 San Diego, CA 92101
9 Telephone: 1-858-779-1276
10 Facsimile: 1-866-231-8132
11 london@meservylawpc.com

9 THE PENDERGAST LAW FIRM, PC
10 RORY K. PENDERGAST (SB# 266765)
11 3019 Polk Avenue
12 San Diego, CA 92104
13 Telephone: 1-619-344-8699
14 Facsimile: 1-619-344-8701
15 rory@rorylaw.com

13 Attorneys for Plaintiff Aimee Cordova
14 and for Members of the Class and Subclass

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SAN DIEGO, CENTRAL DIVISION

16 AIMEE CORDOVA, Individually and on
17 Behalf of Other Members of the Public
18 Similarly Situated,

18 Plaintiff

19 v.

20 BAE SYSTEMS, INC., BAE SYSTEMS
21 TECHNOLOGY SOLUTIONS &
22 SERVICES, INC. AND DOES 1-10,
23 INCLUSIVE,

23 Defendants.

CASE NO. 37-2020-00041326-CU-DE-CTL

CLASS ACTION

COMPLAINT FOR:

(1) FAILURE TO PROVIDE MEAL PERIODS;

(2) FAILURE TO PROVIDE REST PERIODS;

(3) FAILURE TO PAY OVERTIME WAGES;

(4) FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS; AND

(5) UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

1 COMES NOW Plaintiff Aimee Cordova (“Plaintiff”), individually and on behalf of others
2 similarly situated, and asserts claims against BAE Systems, Inc. (“BAE”), BAE Systems Technology
3 Solutions & Services, Inc. (“TSS”) and Does 1-10, inclusive (each a “Defendant” and collectively
4 “Defendants”).

5 **VENUE**

6 1. This class action is brought under California Code of Civil Procedure §382. The
7 monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits of the
8 California Superior Court and will be established according to proof at trial.

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

13 3. This Court has jurisdiction over Defendants because, upon information and belief,
14 Defendants are either residents of California, have sufficient minimum contacts in California, or
15 otherwise intentionally avail themselves of the California market so as to render the exercise of
16 jurisdiction over them by the California Courts is consistent with traditional notions of fair play and
17 substantial justice.

18 4. Venue is proper in this Court because, upon information and belief, one or more of the
19 Defendants, reside, transact business, or have offices in this County and the acts or omissions alleged
20 herein took place in this County among others. Further, venue is proper in this judicial district,
21 pursuant to Code of Civil Procedure §395. BAE is a foreign corporation that is qualified to do
22 business in the State of California but failed to designate a principal place of business in the State of
23 California on its Statement of Information filed with the California Secretary of State. Consequently,
24 Defendants are subject to suit in any county in the State of California that Plaintiff chooses. As such,
25 venue is proper in San Diego County. *See Easton v. Sup.Ct. (Schneider Bros., Inc.)* (1970) 12
26 Cal.App.3d 243, 246-247.

27 **PARTIES**

28 5. Plaintiff Aimee Cordova is, and at times mentioned in the Complaint was, a resident

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1 of San Diego County, California. Plaintiff was, and continues to be employed by Defendants as a
2 Forensic Analyst in California from approximately March 2011 through the present.

3 6. Plaintiff is informed and believes and thereon alleges that at all relevant times
4 mentioned herein BAE is a corporation organized and existing under the laws of Delaware, and was at
5 all times mentioned herein licensed and qualified to do business in California. On information and
6 belief, Plaintiff alleges that at all relevant times referenced herein BAE did and continues to transact
7 business in California.

8 7. Plaintiff is informed and believes and thereon alleges that at all relevant times
9 mentioned herein TSS is a corporation organized and existing under the laws of Delaware, and was at
10 times mentioned herein licensed and qualified to do business in California. On information and belief,
11 Plaintiff alleges that at all relevant times referenced herein TSS did and continues to transact business
12 in California.

13 8. Whenever in this Complaint reference is made to any act, deed, or conduct of BAE
14 and/or TSS, the allegation means that BAE and/or TSS engaged in the act, deed, or conduct by or
15 through one or more of its officers, directors, agents, employees, or representatives, who was actively
16 engaged in the management, direction, control, or transaction of the ordinary business and affairs of
17 BAE and/or TSS.

18 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
19 associate or otherwise, of the Defendants sued herein as Does 1 through 10, inclusive and therefore
20 sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will amend this
21 Complaint to insert the true names and capacities of the Doe Defendants at such time as the identities
22 of the Doe Defendants have been ascertained.

23 10. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the
24 partners, agents, or principals and co-conspirators of BAE and/or TSS, and of each other; that BAE
25 and/or TSS and the Doe Defendants performed the acts and conduct herein alleged directly, aided and
26 abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of
27 such acts and conduct, and therefore each of the Doe Defendants is liable to Plaintiff and Members of
28 the Class and Subclass to the extent of the liability of BAE and/or TSS as alleged herein.

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(25) individuals. The number of employees in the Class and Subclass and the identity of those individuals is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to and will fairly and adequately protect the interest of each Class Member and Subclass Member. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any Class Member and/or Subclass Member, and the relief sought is typical of the relief which would be sought by each of the Class Members and/or Subclass Members in separate actions. All Class Members have been similarly harmed by being denied wages, including premium/overtime wages and meal and rest breaks. All Subclass Members have been similarly harmed by being provided with non-compliant itemized wage statements. Defendants benefited from the same type of unfair and/or wrongful acts as to each Class Member and Subclass Member.

(c) Adequacy: Plaintiff is qualified to and will fairly and adequately protect the interests of each Class Member and Subclass Member. Plaintiff acknowledges she has an obligation to make known to the Court any relationships, conflicts, or differences with any Class Member and/or Subclass Member. Plaintiff's attorneys and the proposed Class and Subclass counsel are versed in the rules governing class action discovery, certification, and settlement and experienced in handling such matters.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, judicial resources, and expense compared to separate lawsuits. The prosecution of separate actions by individual members of the Class and/or Subclass, establishing incompatible standards of conduct for the Defendants and resulting in the impairment of the Class Members' and/or Subclass Members' rights and the disposition of their interests through actions to which

1 they were not parties.

2 (e) Public Policy Considerations: Employers in the state of California violate
3 employment and labor laws every day. Current employees are often afraid to
4 assert their rights out of fear of direct or indirect retaliation. Former employees
5 are fearful of bringing actions because they believe their former employers
6 may damage their future endeavors through negative references and/or other
7 means. The nature of this action allows for the protection of current and
8 former employees' rights without fear of retaliation or damage.

9 17. There are common questions of law and fact as to the Class and Subclass that
10 predominate over questions affecting only individual members including, but not limited to:

- 11 (a) Whether, due to the practice of universally classifying Class Members as
12 exempt from overtime, Defendants failed to pay legally required premium
13 overtime compensation to Plaintiff and Class Members for hours Plaintiff and
14 Class Members worked in excess of eight (8) hours per day, forty (40) hours
15 per week, and double time wages for work over twelve (12) hours per day;
- 16 (b) Whether Defendants failed to provide paid rest breaks to Plaintiff and Class
17 Members in accordance with Labor Code §226.7 and the applicable Industrial
18 Welfare Commission ("IWC") Wage Order;
- 19 (c) Whether Defendants failed to provide meal breaks to Plaintiff and Class
20 Members in accordance with Labor Code §512 and the applicable IWC Wage
21 Order;
- 22 (d) Whether Defendants failed to provide Plaintiff and Subclass Members with
23 wage statements that complied with the requirements of the California Labor
24 Code § 226;
- 25 (e) Whether Defendants engaged in unfair competition in violation of California
26 Business & Professions Code §§ 17200, et seq.; and
- 27 (f) The appropriate amount of damages, restitution, and/or monetary penalties
28 resulting from Defendants' violations of California law.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1
2 18. Plaintiff repeats and incorporates herein by reference and realleges each and every
3 allegation contained above, as though fully set forth herein.

4 19. Plaintiff was employed by Defendants as a Forensic Analyst in California from
5 approximately March 2011 through the present.

6 20. At all material times hereto, Plaintiff performed her essential job duties and
7 responsibilities as expected by Defendants.

8 21. At all times relevant to Plaintiff's Causes of Action, including the four-year period
9 prior the filing of the original complaint in this Action, Defendants classified Plaintiff and Class
10 Members as exempt from the overtime requirements of the applicable IWC Wage Order and the
11 California Labor Code despite the fact that, among other considerations, Plaintiff and Class Members,
12 did not manage any employees, did not exercise discretion or independent judgment as defined by
13 California law, and regularly performed non-exempt work in excess of 50% of the time.

14 22. In fact, Plaintiff and Class Members spent well over 75% of their time performing
15 non-exempt and non-discretionary routine tasks, including reviewing requests from law enforcement
16 agencies, running searches and reports in Defendants' systems, and performing routine fingerprint
17 analysis based on predetermined and rigid standards.

18 23. At all times relevant, Plaintiff and Class Members consistently worked in excess of
19 eight (8) hours in a day, twelve (12) hours in a day, forty (40) hours in a week, and on a seventh
20 consecutive day - and were not paid overtime or double-time compensation.

21 24. At all times relevant, Plaintiff and Class Members were regularly unable to take an
22 initial meal period of thirty uninterrupted minutes before their fifth hour of work and where Plaintiff
23 and Class Members worked over ten (10) hours in a work day, they were unable to take a second
24 uninterrupted meal period of thirty minutes. Plaintiff and Class Members were told that they were not
25 entitled to such meal periods. Defendants made no effort to provide the opportunity for off-duty meal
26 periods. Plaintiff and Class Members did not waive their meal period entitlements. Plaintiff and Class
27 Members were not provided with an extra hour of compensation for each day in which a meal period
28 was not provided.

1 25. At all times relevant, Defendants did not provide Plaintiff and Class Members with ten
2 (10) minute paid rest breaks for every four hours worked or major fraction thereof. Plaintiff and Class
3 Members were not provided with an extra hour of compensation for each day in which a rest break
4 was not made available/provided.

5 26. At all times relevant, Defendants provided Plaintiff and Paystub Subclass Members
6 with wage statements that failed to show: (1) the actual number of hours worked; (2) the number of
7 overtime hours worked; (3) all applicable hourly rates; (4) all applicable overtime rates; and (5)
8 accurate accounts of gross and net wages earned by Plaintiff and Subclass Members.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants were advised
10 by skilled lawyers and other professionals, employees, and advisors with knowledge of the
11 requirements of California's wage and employment laws.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
13 have known that Plaintiff and Class Members entitled to receive overtime/double-time compensation
14 and that they were denied said compensation.

15 29. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to
16 Plaintiff's Causes of Action, Defendants knew that they had a duty to: (1) compensate Plaintiff and
17 Class Members with premium overtime wages; (2) provide Plaintiff and Class Members with meal
18 periods and rest breaks; and (3) provide Plaintiff and Subclass Members itemized wage statements
19 containing the information required by Labor Code § 226(a). Defendants had the financial ability to
20 comply with the foregoing requirements, but willfully, knowingly, and intentionally failed to do so,
21 and falsely represented to Plaintiff and Class Members that they were properly denied premium
22 overtime wages, meal periods, and rest breaks (or pay in lieu thereof), all in order to increase
23 Defendants' profits.

24 **FIRST CAUSE OF ACTION FOR FAILURE TO PROVIDE MEAL PERIODS**

25 **(By Plaintiff and Class Members Against All Defendants)**

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

28 31. Pursuant to California Labor Code § 512, no employer shall employ an employee for a
8.

1 work period of more than five (5) hours without providing a meal break of not less than thirty (30)
2 minutes in which the employee is relieved of all of his or her duties. An employer may not employ an
3 employee for a work period of more than ten (10) hours per day without providing the employee with
4 a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
5 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
6 employer and the employee only if the first meal period was not waived.

7 32. Pursuant to the IWC Wage Order applicable to Plaintiff's and Class Members'
8 employment with Defendants, in order for an "on duty" meal period to be permissible, the nature of
9 the work of the employee must prevent an employee from being relieved of all duties relating to his or
10 her work for the employer and the employee must consent in writing to the "on duty" meal period.
11 Plaintiff and Class Members did not consent in writing to an "on duty" meal period. Further, the
12 nature of the work of Plaintiff and Class Members was not such that they are prevented from being
13 relieved of all duties. Despite said requirements of the IWC Wage Order applicable to Plaintiff's and
14 Class Members' employment by Defendants and California Labor Code § 512 and § 226.7, Plaintiff
15 and Class Members were not provided with meal periods.

16 33. For the three (3) years preceding the filing of this complaint, Defendants failed to
17 provide Plaintiff and Class Members first and/or second meal breaks of not less than thirty (30)
18 minutes pursuant to the IWC Wage Orders applicable to Plaintiff and Class Members' employment
19 with Defendants. As a proximate result of the aforementioned violations, Plaintiff and Class Members
20 have been damaged in an amount according to proof at time of trial.

21 34. Under California Labor Code § 226.7, Plaintiff and Class Members are entitled to
22 recover one (1) hour of premium pay for each day on which Defendants did not provide them with a
23 meal period.

24 **SECOND CAUSE OF ACTION FOR FAILURE TO PROVIDE REST PERIODS**

25 **(By Plaintiff and Class Members Against All Defendants)**

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

28 36. Pursuant to the IWC Wage Order applicable to Plaintiff's and Class Members'

1 employment by Defendants:

2 Every employer shall authorize and permit all employees to take rest periods,
3 which insofar as practicable shall be in the middle of each work period.... [The]
4 authorized rest period time shall be based on the total hours worked daily at the
5 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.

6 Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest
7 period mandated by an applicable order of the IWC. Defendants were required to authorize and permit
8 Plaintiff and Class Members to take paid rest periods, based upon the total hours worked at a rate of
9 ten (10) minutes net rest per four (4) hours, or major fraction thereof, with no deduction from wages.

10 37. Plaintiff and Class Members regularly worked in excess of three and a half hours a day
11 without being afforded at least a paid 10-minute rest period in which they were relieved of all duties,
12 as required by California Labor Code § 226.7 and the applicable IWC Wage Order.

13 38. For the three (3) years preceding the filing of this lawsuit, Defendants failed to provide
14 Plaintiff and Class Members the required paid rest periods under the IWC Wage Order applicable to
15 Plaintiff's and Class Members' employment by Defendants and Labor Code §226.7. Plaintiff and
16 Class Members were not paid the premium pay required by Labor Code §226.7 for the
17 aforementioned violations. As a proximate result of the aforementioned violations, Plaintiff and Class
18 Members have been damaged in an amount according to proof at time of trial.

19 39. Under California Labor Code § 226.7, Plaintiff and Class Members are entitled to
20 recover one (1) hour of premium pay for each day on which Defendants did not provide them with a
21 required rest period(s).

22 **THIRD CAUSE OF ACTION FOR FAILURE TO PAY OVERTIME WAGES**

23 **(By Plaintiff and Class Members Against All Defendants)**

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

26 41. Pursuant to California Labor Code § 1198, it is unlawful to employ persons for longer
27 than the hours set by the IWC without paying them the proper overtime compensation as required by
28 the IWC and California law.

1 42. At all times relevant, the IWC Wage Order applicable to Plaintiff's and Class
2 Members' employment with Defendants provided that employees working for more than eight (8)
3 hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of
4 time-and-one-half his or her regular rate of pay for all hours worked in excess of eight (8) hours in a
5 day or forty (40) hours in a work week. An employee who works more than twelve (12) hours in a
6 day is entitled to overtime compensation at a rate of two times her or her regular rate of pay.

7 43. California Labor Code § 510 codifies the right to overtime compensation at the rate of
8 time-and-one-half of the regular rate of pay for all hours worked in excess of eight (8) hours in a day
9 or forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
10 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
11 seventh day of work in a particular work week.

12 44. At all times relevant, Plaintiff and Class Members consistently worked in excess of
13 eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day. In fact,
14 Plaintiff and other Class Members were regularly scheduled to work 10-hour shifts per workday
15 without overtime pay.

16 45. At all times relevant, Defendants failed to pay overtime wages owed to Plaintiff and
17 Class Members.

18 46. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
19 work in excess of 50% of the time, and thus were subject to the overtime requirements of the
20 applicable IWC Wage Order and the California Labor Code.

21 47. Defendants' failure to pay Plaintiff and Class Members overtime compensation for
22 overtime hours worked violates the applicable IWC Wage Order and California Labor Code §§ 510
23 and 1198 and is therefore unlawful.

24 48. Accordingly, Defendants owe Plaintiff and Class Members overtime wages, and have
25 failed and refused, and continue to fail and refuse, to pay Plaintiff and Class Members the amounts
26 owed.

27 49. Under California Labor Code § 1194 and 510, Plaintiff and Class Members are
28 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

1 **FOURTH CAUSE OF ACTION FOR FAILURE TO PROVIDE COMPLIANT**

2 **ITEMIZED WAGE STATEMENTS**

3 **(By Plaintiff and Paystub Subclass Members Against All Defendants)**

4 50. Plaintiff repeats and incorporates herein by reference and realleges each and every
5 allegation contained above, as though fully set forth herein.

6 51. California Labor Code § 226(a) sets forth reporting requirements for employers when
7 they pay wages: “Every employer shall ... at the time of each payment of wages, furnish each of his
8 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
9 worked by the employee ... (5) net wages earned ..., and (9) all applicable hourly rates in effect
10 during the pay period and the corresponding number of hours worked at each hourly rate by the
11 employee.” California Labor Code § 226(e) provides: “An employee suffering injury as a result of a
12 knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to
13 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
14 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to
16 an award of costs and reasonable attorney's fees.”

17 52. Within the three-year period prior to the filing of this Complaint, Defendants
18 knowingly and intentionally failed to furnish Plaintiff and Subclass Members compliant wage
19 statements upon each payment of wages in violation of California Labor Code § 226(a). Specifically,
20 the wage statements Defendants provided to Plaintiff and Subclass Members violated California
21 Labor Code §226(a) because they failed to show: the actual number of hours worked, the number of
22 overtime hours worked, all applicable hourly rates, and all applicable overtime rates, as wells as
23 accurate accounts of the gross and net wages earned by Plaintiff and Subclass members.

24 53. California Labor Code § 226(e) provides: “An employee suffering injury as a result of
25 a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover
26 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
27 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
28 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of

1 costs and reasonable attorney's fees.”

2 54. California Labor Code § 226(e)(2)(B) states in pertinent part “[a]n employee is
3 deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and
4 complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a)
5 and the employee cannot promptly and easily determine from the wage statement alone one or more
6 of the following: ... (i) ...any of the other information required to be provided on the itemized wage
7 statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a)...” Further, Plaintiff
8 and Paystub Subclass Members were injured and suffered actual damages as a result of these failures
9 because, among other things, the failures led them to believe that they were not entitled to be paid
10 wages for overtime they were so entitled. Also, Defendants’ failure to comply with Labor
11 Code § 226(a) hindered Plaintiff and Subclass Members from determining the amounts of wages
12 actually owed them.

13 55. Defendants knowingly and intentionally failed to furnish Plaintiff and Subclass
14 Members with compliant wage statements upon each payment of wages in violation of California
15 Labor Code § 226(a).

16 56. Plaintiff and Subclass Members were injured and damaged by Defendants’ failure to
17 comply with California Labor Code §226(a) and, accordingly, are entitled to recover statutory
18 penalties, attorneys’ fees, and costs under Labor Code § 226(e).

19 **FIFTH CAUSE OF ACTION FOR UNFAIR COMPETITION**

20 **(By Plaintiff and Class Members Against All Defendants)**

21 57. Plaintiff repeats and incorporates herein by reference and realleges each and every
22 allegation contained above, as though fully set forth herein.

23 58. A violation of California Business and Professions Code §§ 17200, et seq. may be
24 predicated on the violation of any state or federal law. Here, Defendants’ employment policies and
25 procedures including, but not limited to, their failure to pay Plaintiff and Class Members premium
26 overtime wages and pay Plaintiff and Class Members premium pay required by Labor Code §226.7
27 for Defendants’ failure to provide meal and rest periods violates the IWC Wage Order applicable to
28 Plaintiff and Class Members as well as California Labor Code §§ 226.7, 510, 512 and 1198, and

1 constitutes unfair competition and unlawful business acts and practices in violation of California
2 Business and Professions Code §§ 17200, et seq.

3 59. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general
5 public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
6 the California Code of Civil Procedure §1021.5.

7 60. Plaintiff and Class Members were personally aggrieved by Defendants' unlawful and
8 unfair business acts and practices alleged herein by the loss of money and/or property.

9 61. Under California Business and Professions Code §§ 17200, et seq., Plaintiff and Class
10 Members are entitled to restitution of the premium overtime wages and meal period/rest break
11 premium pay unlawfully withheld and retained by Defendants during a period that commences four
12 years prior to the filing of this Complaint, an award of attorneys' fees pursuant to California Code of
13 Civil Procedure § 1021.5, and an award of costs.

14 **PRAYER FOR RELIEF**

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

16 **On The First Cause of Action**

- 17 1. Compensation under Labor Code § 226.7 equal to one (1) hour of premium pay for
- 18 each day in which a required meal period was not provided to Plaintiff and Class
- 19 Members;
- 20 2. For reasonable attorney's fees and costs incurred by Plaintiff and Class Members;
- 21 3. For interest as permitted by law; and
- 22 4. For such other and further relief as the Court deems proper.

23 **On The Second Cause of Action**

- 24 1. Compensation under Labor Code § 226.7 equal to one (1) hour of premium pay for
- 25 each day in which a required rest period was not provided to Plaintiff and Class
- 26 Members;
- 27 2. For reasonable attorney's fees and costs incurred by Plaintiff and Class Members;
- 28 3. For interest as permitted by law; and

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

2 On The Third Cause of Action

3 1. For compensatory damages in an amount equal to the amount of unpaid overtime
4 compensation owed to Plaintiff and Class Members;

5 2. For pre-judgment interest on any unpaid overtime compensation due from the day
6 that such amounts were due;

7 3. For reasonable attorneys' fees and costs pursuant to Labor Code §1194; and

8 4. For such other and further relief as the Court deems proper.

9 On the Fourth Cause of Action

10 1. For statutory damages measured at \$50 for the first violation, and \$100 for every
11 subsequent violation, for Plaintiff and Subclass Members under California Labor
12 Code § 226(e);

13 2. For actual damages according to proof;

14 3. For reasonable attorneys' fees and costs under California Labor Code § 226(e);
15 and

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

17 On The Fifth Cause of Action

18 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
19 sums to Plaintiff and Class Members for their failure to pay premium overtime
20 wages over the last four (4) years in an amount according to proof;

21 2. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
22 sums to Plaintiff and Class Members for their failure to pay premium wages for
23 meal and/or rest periods that were not provided to Plaintiff and Class Members
24 over the last four (4) years in an amount according to proof;

25 3. For pre-judgment interest on any unpaid wages due from the day that such
26 amounts were due;

27 4. For reasonable attorneys' fees under California Code of Civil Procedure §1021.5;

28 5. For costs of suit incurred herein; and

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

DEMAND FOR JURY TRIAL

Plaintiff, Class Members, and Subclass Members request a jury trial in this matter.

Dated: November 12, 2020

DENTE LAW, P.C.
MESERVY LAW, P.C.
THE PENDERGAST LAW FIRM, PC



By: _____
MATTHEW S. DENTE (SB# 241547)

Attorneys for Plaintiff Aimee Cordova
and for Members of the Class and Subclass