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12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA

14 Joe Ortiz

CASE NO: SACV14-01790 DOC (RNBx)

15 Plaintiff,

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

16 v.

17 Marlu Restaurant Group,
 18 Inc., Marlu LC, Inc., Marlu
 19 Stockton LLC, Prestige
 20 Management LLC, Smart
 21 Management & Co., Inc.,
 22 Secret River, Inc., Central
 23 Valley QSR, Inc., G Maroni
 24 Company, Inc., Caljax, Inc.,
 25 C Food Concepts, Inc.,
 26 Aksan United Fortune, Inc.,
 27 Smart Sears, and DOES 1
 28 through 10, inclusive,

1. **Class Claim for Failure to Pay Wages as Required by 29 U.S.C. §206;**
2. **Class Claim for Failure to Pay Overtime Wages as Required by 29 U.S.C. §207;**
3. **Class Claim for Failure to Accurately Record Hours Worked in Violation of 29 U.S.C. §211;**
4. **Class and Representative Claim for Failure to Pay Wages as Required by California Labor Code §204;**
5. **Class and Representative Claim for Failure to Pay Overtime Wages in Violation of Labor Code §§510 and 1194;**
6. **Class and Representative Claim for Failure to Accurately Record Hours Worked in Violation of the Wage Order and Labor Code §1198;**
7. **Class and Representative Claim for Failure to Provide a Complete Itemized Paystub in Violation of California Labor Code §226;**
8. **Class and Representative Claim for Violation of Labor Code §§201 and 202;**
9. **Class and Representative Claim for Failure to Reimburse Employee Business Expenses in Violation of Labor Code §2802; and**
10. **Representative Claim for Violation of Business and Professions Code §17200 et seq. against all Defendants.**

Defendants.

DEMAND FOR JURY TRIAL

1 Plaintiff Joe Ortiz (“Plaintiff”) alleges as follows:

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INTRODUCTION

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1. Plaintiff brings this Complaint to recover wages, civil penalties and other damages that are owed to him and other past and present employees as a result of a series of Labor Code violations by Marlu Restaurant Group, Inc., Marlu LC, Inc., Marlu Stockton LLC, Prestige Management LLC, Smart Management & Co., Inc., Secret River, Inc., Central Valley QSR, Inc., G. Maroni Company, Inc., Caljax, Inc., C Food Concepts, Inc., Aksan United Fortune, Inc., and Smart Sears (hereinafter collectively “Marlu” or “Defendants”).

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2. Plaintiff brings the First through Third Causes of Action as a representative action pursuant to 29 U.S.C §216.

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3. Plaintiff brings the Fourth through Sixth, Eighth and Ninth Causes of Action as both as a Private Attorney General and as a class action.

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4. Plaintiff brings the Seventh Cause of Action in this Complaint as a both as a Private Attorney General and as a class action on behalf of himself and two sub-classes of current and former Marlu employees as defined below.

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5. With regard to the violations of Business and Professions Code §17200 *et seq.* alleged in the Tenth Cause of Action, Plaintiff brings a representative action on behalf of all Marlu employees subject to the unfair practices that are described or incorporated by reference therein.

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THE PARTIES

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6. All of the Defendants are entities owned and operated by Anton Lufti and a small group of investors. The Defendant entities are managed and directed out of a single physical office as a single enterprise. The business of that single enterprise is the ownership and operation of fast food restaurants. Plaintiff refers to the Defendant entities herein collectively as “Marlu” or “Marlu entities.” These

1 terms are used to include all named Defendants, not just those with the word
2 “Marlu” in their names.

3 7. All of the named Defendants are corporations or partnerships
4 organized under the laws of the State of California. All of the Defendants have
5 their primary place of business at the exact same location in Sacramento County,
6 California. All of the Defendants operate jointly in the ownership and operation of
7 each restaurant nominally owned or operated by any Defendant. Each Defendant
8 has acted deliberately to conceal from employees the name of the legal entity that is
9 the employer of the individuals who work at the restaurants owned and operated by
10 Defendants.

11 8. Ortiz is a citizen of the United States and a resident of Orange County,
12 California. From June 13, 2013, until the present, Marlu has employed Ortiz in
13 Orange County, California as a General Manager.

14 9. Plaintiff is currently unaware of the true names and capacities of the
15 Defendants sued herein as Does 1 through 10 (the “Doe Defendants”) and therefore
16 sues the Doe Defendants by such fictitious names. Plaintiff will amend this
17 Complaint to allege the true names when they are ascertained.

18 10. Plaintiff is informed and believes, and thereon alleges, that the Doe
19 Defendants are the partners, agents, or principals and co-conspirators of the named
20 Defendants, and of each other; that the named Defendants and the Doe Defendants
21 performed the acts and conduct herein alleged directly, aided and abetted the
22 performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
23 of such acts and conduct, and therefore each of the Doe Defendants is liable to
24 Ortiz to the extent of the liability of the named Defendants as alleged herein.

25 11. Plaintiff is informed and believes, and on that basis alleges, that at all
26 times herein mentioned, each of the Defendants was the agent, servant and/or
27 employee of each of the other Defendants and, in connection with the matters
28 hereinafter alleged, was acting within the scope of such agency and employment,

1 and each Defendant ratified each and every act, omission and thing done by each
2 and every other Defendant herein.

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4 **JURISDICTION AND VENUE**

5 12. This Court has jurisdiction over this matter because this Complaint
6 alleges a federal question in that violations of 29 U.S.C. §201 *et seq.* are alleged.

7 13. This Court has supplemental jurisdiction over all state law claims
8 under 28 U.S.C §1367(a). The state law claims turn on the same failure to track
9 work hours, pay wages and pay overtime premiums that underlie Plaintiff's FLSA
10 claims. The Defendants' failure to provide the required information on employee
11 pay stubs was an integral part of Defendants' plan to steal wages and overtime
12 premiums from its employees.

13 14. Venue is proper pursuant to 28 U.S.C. §1391 because the Defendants
14 employed Plaintiff in Orange County, California and liability against Defendants
15 therefore arises in that county.

16
17 **LABOR CODE §2699**

18 15. Plaintiff realleges and incorporates herein by this reference the
19 allegations of Paragraphs 1 through 14 hereof, inclusive.

20 16. California Labor Code §2699 *et seq.* authorizes Plaintiff to recover
21 civil penalties on behalf of himself, the State of California, and all other Marlu
22 employees who have been employed in California for each Labor Code violation
23 described herein.

24 17. Plaintiff hereby seeks to recover civil penalties for each Labor Code
25 violation described herein on behalf of himself, the State of California, and all other
26 Marlu General Managers and hourly employees who have been employed in
27 California pursuant to California Labor Code §2699 *et seq.*

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1 18. Pursuant to California Labor Code §2699.3, on June 25, 2014, Plaintiff
2 gave written notice by certified mail to the Labor and Workforce Development
3 Agency (“LWDA”) and the employer of the specific provisions of the Labor Code
4 alleged to be violated in this Complaint, including the facts and theories to support
5 the alleged violation.

6 19. More than 33 days have passed since Plaintiff gave written notice by
7 certified mail to the LWDA and the employer. On August 4, 2014, the LWDA
8 responded with notice that it will not investigate the claims in this matter.

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10 **COMMON ALLEGATIONS**

11 20. Plaintiff realleges and incorporates herein by this reference the
12 allegations of Paragraphs 1 through 19 hereof, inclusive.

13 21. Marlu owns and operates fast food restaurants in California.

14 22. Marlu employs a General Manager at each of its California restaurants.

15 23. Marlu requires all General Managers to work more than 40 hours per
16 workweek inside a restaurant.

17 24. At all times relevant hereto, Marlu has required all of its General
18 Managers to be available by phone to both their subordinates and superiors 24
19 hours per day and 7 days per week. This on-call availability is in addition to the
20 hours that each General Manager is required to work in the restaurant.

21 25. Since at least November of 2010, Marlu has refused to pay General
22 Managers in California for the time that General Managers spend actively working
23 outside of the restaurant as a result of the on-call requirement (“on-call” work).

24 26. During all times relevant hereto, Marlu has refused to record or track
25 the time or duration of on-call work performed by General Managers in California.

26 27. During all times relevant hereto, Marlu has refused to compensate
27 General Managers for on-call work.

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FIFTH CAUSE OF ACTION

**(Failure to Pay Overtime Wages in Violation of
California Labor Code §§510 and 1194)**

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4 53. Plaintiff realleges and incorporates herein by this reference the
5 allegations of Paragraphs 1 through 52 hereof, inclusive.

6 54. At all times relevant hereto, California Labor Code §510 has required
7 that Marlu pay each of its General Managers 1 ½ times his or her regular rate of pay
8 for any work in excess of 8 hours in one workday, in excess of 40 hours in one
9 workweek, and for the first 8 hours of work on the seventh day of a workweek.

10 55. At all times relevant hereto, California Labor Code §510 requires that
11 Marlu pay each of its General Managers two times his or her regular rate of pay for
12 any work in excess of 12 hours in one workday on the first six days of the
13 workweek, and in excess of 8 hours on the seventh day of a workweek.

14 56. Because Marlu requires General Managers in California to work more
15 than 40 hours per week in a restaurant and on-call time is in addition to work in the
16 restaurant, all unpaid on-call hours are subject to an overtime premium of either
17 time-and-a-half or double-time.

18 57. At all times relevant hereto, Marlu has refused to pay the overtime
19 premium due on unpaid on-call work hours.

20 58. Because Marlu refused to pay any overtime premium due on unpaid
21 on-call work hours, the company owes each General Manager either the time-and-
22 a-half premium or the double-time premium for every hour of unpaid on-call work.

23 59. At all times relevant hereto, General Managers in California have
24 regularly worked on-call work hours on days in which the General Manager worked
25 more than twelve hours.
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SEVENTH CAUSE OF ACTION

**(Failure to Provide an Accurate Itemized Paystub
in Violation of California Labor Code §226)**

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4 68. Plaintiff realleges and incorporates herein by this reference the
5 allegations of Paragraphs 1 through 67 hereof, inclusive.

6 69. California Labor Code §226(a) requires that each pay period Marlu
7 must provide each employee with an itemized statement of wages that includes,
8 among other things, the name and address of the legal entity that is the employer,
9 the inclusive dates of the period for which the employee is paid, all hourly rates
10 applicable to work performed in that pay period, the hours worked by the employee,
11 the gross wages earned by the employee and the net wages earned by the employee.

12 70. Until mid-January 2015, Marlu failed to provide any of its California
13 employees with an itemized statement of wages that showed the name and address
14 of the legal entity that is the employer. In fact, Defendants' paystubs listed no
15 employer at all. This violation of Labor Code §226(a) affected all hourly
16 employees in California and constitutes a violation independent from any failure to
17 pay wages for overtime premium described herein.

18 71. Until mid-January 2015, Marlu failed to provide any of its California
19 employees with an itemized statement of wages that showed the inclusive dates of
20 the period for which the employee was paid. In fact, Defendants' paystubs listed
21 only the end date of the pay period. This violation of Labor Code §226(a) affected
22 all hourly employees in California and constitutes a violation independent from any
23 failure to pay wages for overtime premium described herein.

24 72. Until mid-January 2015, Marlu failed to provide any of its California
25 employees with an itemized statement of wages that showed the applicable hourly
26 rates in effect during the pay period. In fact, Defendants' paystubs listed no hourly
27 rate information. This violation of Labor Code §226(a) affected all hourly
28

1 employees in California and constitutes a violation independent from any failure to pay
2 wages for overtime premium described herein.

3 73. At all times relevant hereto, Marlu has failed to provide any of its
4 California General Managers with an itemized statement of wages that accurately
5 states the total hours worked by the General Manager in that each statement omits
6 on-call hours worked.

7 74. At all times relevant hereto, Marlu has failed to provide any of its
8 General Managers with an itemized statement that accurately states the net wages
9 earned by the General Manager in that each statement omitted wages due for on-
10 call hours worked.

11 75. At all times relevant hereto, Marlu has failed to provide any of its
12 General Managers with an itemized statement that accurately states the gross wages
13 in that each statement omitted wages due for on-call hours worked.

14 76. At all times relevant hereto, Marlu has failed to provide any of its
15 General Managers with an itemized statement that accurately states the net wages
16 earned by the General Manager in that each statement omitted overtime premiums
17 due for on-call hours worked.

18 77. At all times relevant hereto, Marlu has failed to provide any of its
19 General Managers with an itemized statement that accurately states the gross wages
20 earned by the General Manager in that each statement omitted overtime premiums
21 due for on-call hours worked.

22 78. All of the violations described in this Seventh Cause of Action were
23 knowing and intentional on the part of Marlu, and none of these violations were
24 committed inadvertently or through clerical error.

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EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§201 and 202)

79. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 78 hereof, inclusive.

80. Labor Code §§201 and 202 require that Defendant pay each employee all of the wages earned by that employee at the time of termination for an involuntary termination and within 72 hours of termination for a voluntary termination.

81. At all times relevant hereto, Marlu has willfully failed to pay the wages due for on-call work due to each General Manager who was terminated or quit his or her job at Marlu.

82. At all times relevant hereto, Marlu has willfully failed to pay the overtime premium due for on-call work due to each General Manager who was terminated or quit his or her job at Marlu.

NINTH CAUSE OF ACTION

(Failure to Reimburse Employee Expenses in Violation of Labor Code §2802)

83. Plaintiff realleges and incorporates herein by this reference the allegations of Paragraphs 1 through 82 hereof, inclusive.

84. At all times relevant hereto, Labor Code §2802 has required Defendant to reimburse all employees for necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties or of his or her obedience to the directions of the employer.

85. At all times relevant hereto, Marlu required every General Manager to own and maintain a cell phone in order to be available to take work-related calls 24 hours per day and 7 days per week.

CLASS ACTION ALLEGATIONS

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2 93. Plaintiff realleges and incorporates herein by this reference the
3 allegations of Paragraphs 1 through 92 hereof, inclusive.

4 94. For purposes of defining the proposed class, the term “Liability
5 Period” shall, with regard to FLSA claims, mean the period beginning exactly three
6 years prior to the filing of the initial Complaint in this action and continuing to the
7 date a final judgment is entered in this matter.

8 95. For purposes of defining the proposed class, the term “Liability
9 Period” shall, with regard to state law claims, mean the period beginning exactly
10 four years and 33 days prior to the filing of the initial Complaint in this action and
11 continuing to the date a final judgment is entered in this matter.

12 96. Plaintiff seeks to certify the following subclasses pursuant to FRCP
13 §23(b)(3):

14 **Hourly Employee Subclass.** This subclass shall be defined as all
15 individuals whom any Defendant employed in California as an hourly employee
16 during the Liability Period. This subclass is limited to the following violations of
17 Labor Code §226(a) described in the Seventh Cause of Action: failure to list the
18 name and address of the legal entity that is the employer; failure to list the inclusive
19 dates of the pay period for which the employee is paid; and failure to list the
20 applicable hourly rates in effect during the pay period.

21 **General Manager Subclass.** This subclass shall be defined as all
22 individuals whom any Defendant employed in California as a General Manager
23 during the Liability Period. This subclass is limited to the First through Ninth
24 Causes of Action and excludes the three violations of Labor Code §226(a)
25 described in the Seventh Cause of Action that are the subject of the hourly
26 employee subclass.

27 97. Marlu employs over 100 hourly employees in California.

28 98. Marlu employs over 20 General Managers in California.

1 99. Plaintiff is informed and believes, and thereon alleges, that all Marlu
2 hourly employees, including, but not limited to General Managers have been
3 subject to Marlu's violations of the California Labor Code, the California Wage
4 Orders, and the FLSA described herein.

5 100. Plaintiff is informed and believes, and thereon alleges, that Plaintiff
6 has been subject to the exact same violations of the California Labor Code, the
7 California Wage Orders, and the FLSA described herein as all other hourly
8 employees, including, but not limited to General Managers.

9 101. A Class Action is superior to all other available means of resolving the
10 Class Members' claims because a Class Action will: 1) provide relief to
11 individuals whose claims are too small to support individual litigation; 2) provide
12 relief to employees who are deterred from bringing an individual claim by fear of
13 retaliation; 3) provide individual employees access to expert counsel who would
14 not litigate these claims on an individual basis; and 4) serve judicial economy by
15 resolving related claims in a single proceeding.

16 102. Even if the amount of stolen wages could support individual litigation,
17 because this case turns on common questions that are answered with common
18 evidence, a single action is more effective for both the Court and the litigants than
19 multiple individual actions.

20 103. Treatment of the instant claims as a Class Action will accrue
21 substantial benefits to the litigants, the class, the public, and the courts in that it
22 represents the most efficient means of resolving the dispute and, for many
23 employees, the only possible means to recover the stolen wages and hold Marlu
24 responsible for its wage theft. The benefit to the public is especially acute because
25 California has a strong public policy forbidding wage theft and supporting
26 enforcement of the laws that forbid wage theft.

27 104. The resolution of the claims in this case will turn on common
28 questions including but not limited to: 1) whether Defendants maintained a

1 uniform policy of refusing to track and record on-call work; 2) whether Defendants
2 maintained a uniform policy of refusing to pay General Managers for on-call work;
3 3) whether Defendants maintained a uniform policy of refusing to pay overtime
4 premium for on-call work; 4) whether Defendants maintained a uniform policy of
5 refusing to reimburse General Manager employees for expenses related cellular
6 telephones that these employees were required to use for work and keep with them
7 at all times; and 5) whether Defendants maintained a uniform policy of omitting
8 required information from employee pay stubs.

9 105. The uniform questions presented in this case will be answered by
10 common evidence that provides a uniform answer the question of liability. For
11 example, Defendants' own time records will show on a uniform class wide basis
12 whether the company tracked on-call work. Defendants' own payroll records will
13 show on a uniform class wide basis whether the company paid wages or overtime
14 premiums for on-call work. Defendants' own payroll records will also show
15 whether the company reimbursed expenses related to sailor telephones that
16 employees were required to use for work and keep with them at all times.
17 Defendants' own records will also show that the company used a single identical
18 paystub form for all employees.

19 106. Plaintiff has agreed to fairly and adequately represent the rights of the
20 class.

21 107. Plaintiff has the means to fairly and adequately represent the rights of
22 the class.

23
24 **COLLECTIVE ACTION ALLEGATIONS**

25 108. Plaintiff realleges and incorporates herein by this reference the
26 allegations of Paragraphs 1 through 107 hereof, inclusive.

27 109. Plaintiff brings the First through Third Causes of Action for violation
28 of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29

1 U.S.C. §216(b), on behalf of all individuals whom Marlu employed in California as
2 a General Manager during the Liability Period.

3 110. The First through Third Causes of Action for violations of the FLSA
4 are being brought and maintained as an “opt-in” collective action pursuant to 29
5 U.S.C. §216(b) for all violations of the FLSA.

6 111. A collective action is a superior method for bringing this action in that
7 there is a well-defined community of interest in the questions of law and fact.
8 Questions of law and fact common to the collective action include, but are not
9 limited to: 1) whether Defendants maintained a uniform policy of refusing to track
10 and record on-call work; 2) whether Defendants maintained a uniform policy of
11 refusing to pay General Managers for on-call work; and 3) whether Defendants
12 maintained a uniform policy of refusing to pay overtime premium for on-call work.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants and Does 1
16 through 10, inclusive, and each of them, as follows:

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18 **ON THE FIRST CAUSE OF ACTION:**

- 19 1. For damages according to proof;
20 2. For lost wages;
21 3. For liquidated damages pursuant to 29 U.S.C. §216(b);
22 4. For temporary, preliminary and permanent injunctive relief against Defendants’
23 ongoing violations of the Fair Labor Standards Act; and
24 5. For reasonable attorney fees and costs.

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1 **ON THE SECOND CAUSE OF ACTION:**

- 2 1. For damages according to proof;
- 3 2. For lost wages;
- 4 3. For liquidated damages pursuant to 29 U.S.C. §216(b);
- 5 4. For temporary, preliminary and permanent injunctive relief against Defendants’
- 6 ongoing violations of the Fair Labor Standards Act; and
- 7 5. For reasonable attorney fees and costs.

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9 **ON THE THIRD CAUSE OF ACTION:**

- 10 1. For damages according to proof;
- 11 2. For lost wages;
- 12 3. For temporary, preliminary and permanent injunctive relief against Defendants’
- 13 ongoing violations of the Fair Labor Standards Act; and
- 14 4. For reasonable attorney fees and costs.

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16 **ON THE FOURTH CAUSE OF ACTION:**

- 17 1. For damages according to proof;
- 18 2. For restitution of unpaid wages;
- 19 3. For temporary, preliminary and permanent injunctive relief against Defendants’
- 20 ongoing violations of the Labor Code;
- 21 4. For civil penalties on behalf of current and former hourly employees pursuant to
- 22 Labor Code §210;
- 23 5. For attorney fees and costs reasonably incurred, in accordance with
- 24 California Labor Code §§218.5, 2699, 1194, and California Code of Civil
- 25 Procedure §1021.5;
- 26 6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287;
- 27 and
- 28 7. For punitive damages.

1 **ON THE FIFTH CAUSE OF ACTION:**

- 2 1. For damages according to proof;
- 3 2. For restitution of unpaid wages;
- 4 3. For disgorgement of Defendants' ill-gotten gains;
- 5 4. For civil penalties pursuant to Labor Code §§558 and 2699;
- 6 5. For attorney fees and costs reasonably incurred, in accordance with
- 7 California Labor Code §§218.5, 2699, 1194, and California Code of Civil
- 8 Procedure §1021.5;
- 9 6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287;
- 10 and
- 11 7. For punitive damages.

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13 **ON THE SIXTH CAUSE OF ACTION:**

- 14 1. For temporary, preliminary and permanent injunctive relief against Defendants'
- 15 ongoing violations of the Labor Code;
- 16 2. For civil penalties pursuant to Labor Code §2699; and
- 17 3. For attorney fees and costs reasonably incurred, in accordance with
- 18 California Labor Code §§218.5, 2699, 1194, and California Code of Civil
- 19 Procedure §1021.5.

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21 **ON THE SEVENTH CAUSE OF ACTION:**

- 22 1. For temporary, preliminary and permanent injunctive relief against Defendants'
- 23 ongoing violations of the Labor Code;
- 24 2. For penalties pursuant to Labor Code §226(e);
- 25 3. For penalties pursuant to Labor Code §226.3;
- 26 4. For civil penalties pursuant to Labor Code §2699;

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- 1 5. For attorney fees and costs reasonably incurred, in accordance with
- 2 California Labor Code §§218.5, 2699, 1194, and California Code of Civil
- 3 Procedure §1021.5; and
- 4 6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287.

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6 **ON THE EIGHTH CAUSE OF ACTION:**

- 7 1. For temporary, preliminary and permanent injunctive relief against Defendants’
- 8 ongoing violations of the Labor Code;
- 9 2. For waiting time penalties pursuant to Labor Code §203; and
- 10 3. For attorney fees and costs reasonably incurred, in accordance with
- 11 California Labor Code §§218.5, 2699, 1194, and California Code of Civil
- 12 Procedure §1021.5.

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14 **ON THE NINTH CAUSE OF ACTION:**

- 15 1. For damages according to proof;
- 16 2. For restitution of unpaid employee business expenses;
- 17 3. For temporary, preliminary and permanent injunctive relief against Defendants’
- 18 ongoing violations of the Labor Code;
- 19 4. For civil penalties pursuant to Labor Code §2699 and all other applicable
- 20 penalties;
- 21 5. For attorney fees and costs reasonably incurred, in accordance with
- 22 California Labor Code §§218.5, 2802, 2699, 1194, and California Code of Civil
- 23 Procedure §1021.5; and
- 24 6. For interest pursuant to Labor Code §§2802, 218.6 and 1194, and
- 25 Civil Code §3287.

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1 **ON THE TENTH CAUSE OF ACTION:**

- 2 1. For temporary, preliminary and permanent injunctive relief against Defendants’
- 3 ongoing violations of the Labor Code;
- 4 2. For disgorgement of Defendants’ ill-gotten gains and other relief that may be
- 5 necessary to remedy Defendants’ misconduct;
- 6 3. For restitution of payments unlawfully withheld;
- 7 4. For attorney fees and costs reasonably incurred pursuant to California Code of
- 8 Civil Procedure §1021.5; and
- 9 5. For interest pursuant to Civil Code §3287.

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11 **ON ALL CAUSES OF ACTION:**

- 12 1. For costs of suit, to the extent not otherwise prayed for above;
- 13 2. For attorney fees to the extent not otherwise prayed for above;
- 14 3. For interest on damages recoverable; and
- 15 4. For such other and further relief as the Court deems just and proper.

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17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a jury trial.

19
20 DATED: May 29, 2015 THE GRAVES FIRM

21 By: /s/ Allen Graves

22 ALLEN GRAVES

23 Attorney for Plaintiff

24 Joe Ortiz

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