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**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

MONIQUE TIRADO, on behalf of herself and the  
Class members,

Plaintiffs,

vs.

VICTORIA'S SECRET STORES, LLC;  
L BRANDS, INC.;

Defendants.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT FOR  
VIOLATIONS OF:**

- (1) Failure to Pay for All Hours Worked (Labor Code § 204);
- (2) Failure to Pay Minimum Wage and Liquidated Damages (Labor Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1);
- (3) Waiting Time Penalties (Labor Code §§ 201-203);
- (4) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code §§ 201-203);
- (5) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. Plaintiff Monique Tirado, individually and on behalf of all others similarly situated,  
3 brings this class action against Defendants Victoria’s Secret Stores, LLC (“Victoria’s Secret”) and L  
4 Brands, Inc. (“L Brands”) (collectively “Defendants”) on behalf of individuals who have worked for  
5 Defendants as non-exempt hourly employees and have been subject to Defendants’ wage and hours  
6 and COVID-19 health protocols policies and practices. Throughout the relevant time period, Plaintiff  
7 and similarly situated workers have been denied payment for all hours worked and have been forced  
8 to undergo temperature screenings while off-the-clock. This case implicates Defendants’  
9 longstanding policies and practices, which fail to properly compensate non-exempt employees for  
10 work performed while “off-the-clock.”

11 2. Defendants’ conduct violates California law by knowingly and willfully requiring  
12 Plaintiff and Class members to perform work and/or remain on duty for the benefit of Defendants  
13 while off-the-clock. Plaintiff and Class members bring these claims to challenge Defendants’ policies  
14 and practices of: (1) failing to pay Plaintiff and Class members all minimum wages owed; (2) failing  
15 to compensate Plaintiff and Class members for all hours worked; (3) failing to pay all wages owed  
16 upon separation of employment; and (4) failing to provide Plaintiff and Class members accurate,  
17 itemized wage statements.

18 3. Plaintiff files this action to recover all unpaid wages, compensation, penalties, and other  
19 damages on behalf of herself and Class members under Federal Rule of Civil Procedure 23. Plaintiff  
20 seeks to remedy the sweeping practices Defendants has integrated into its time tracking, payroll, and  
21 security policies across their stores throughout California that have deprived Plaintiff and Class  
22 members of their lawfully earned wages.

23 **SUBJECT MATTER JURISDICTION AND VENUE**

24 4. This Court has original federal jurisdiction under 28 U.S.C. § 1332. Plaintiff seeks  
25 damages in an amount that exceeds \$75,000.00 and the matter in controversy is between citizens of  
26 different States. This Court has supplemental jurisdiction over Plaintiff’s California state law claims  
27 under 28 U.S.C. § 1367(a) because they are so related to this action that they form part of the same  
28 case or controversy.



1 and omissions alleged herein were performed by, and/or attributable to, Defendants, each acting as  
2 agents and/or employees, and/or under the direction and control of each of the other, and that said  
3 acts and failures to act were within the course and scope of said agency, employment and /or direction  
4 and control.

5 13. At all material times, Defendants have done business under the laws of California, have  
6 had places of business in California, including in this judicial district, and have employed Class  
7 members in this County and elsewhere throughout California. Defendants are “persons” as defined  
8 in Labor Code § 18 and “employers” as that term is used in the Labor Code, the IWC Wage Orders  
9 regulating wages, hours, and working conditions, and the California Business and Professions Code  
10 § 17201.

11 14. Defendants employ Plaintiff and Class members, because Defendants, directly or  
12 indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of  
13 Plaintiff and Class members.

14 **FACTUAL ALLEGATIONS**

15 15. Defendants operate a chain of lingerie, clothing, and beauty retail stores throughout the  
16 United States and California. Defendants employ thousands of hourly non-exempt workers similarly  
17 situated to Plaintiff across these facilities.

18 16. Plaintiff worked at the Victoria’s Secret location in Visalia, California, as a non-exempt  
19 employee sfrom November 1, 2020 until December 6, 2020. Plaintiff was paid at an hourly rate of  
20 approximately \$14.00. On average, Plaintiff worked approximately 16 hours per week. Plaintiff  
21 usually worked shifts of 4 to 5 hours per day, 4 days per week.

22 17. As a matter of course, since approximately March 4, 2020 and in response to the Covid-  
23 19 pandemic, Defendants have required all employees to undergo a temperature screening prior to  
24 clocking in for the start of their scheduled shifts. Defendants routinely make Plaintiff and Class  
25 members wait for these temperature screenings at the beginning of their shifts while they are off-the-  
26 clock–before they have clocked in. Plaintiff and Class members are required to wait on average 5  
27 minutes, and sometimes even longer, before their shift begins. This time spent waiting for  
28 temperature checks is compensable, but nevertheless goes unpaid.

1           18. As a result of these policies, Defendants deny Plaintiff and Class members  
2 compensation which they are lawfully owed resulting from the additional off-the-clock, pre-shift  
3 work.

4           19. Plaintiff is informed, believes, and thereon alleges that this same temperature screening  
5 protocol is used across all Defendants' Victoria's Secret facilities throughout California.

6           20. Plaintiff is informed, believes, and thereon alleges that Defendants utilize the same or  
7 substantially similar timekeeping mechanism throughout all of their stores in California.

8           21. Defendants' common course of wage-and-hour abuse includes routinely failing to  
9 maintain true and accurate records of the hours worked by Class members. In particular, Defendants  
10 have failed to record hours that Plaintiff and Class members worked off-the-clock.

11           22. Class members were and are employed by Defendants and performed work materially  
12 similar to Plaintiff.

13           23. Class members report to facilities owned, operated, or managed by Defendants to  
14 perform their jobs.

15           24. Class members perform their jobs under Defendants' supervision and using materials  
16 and technology approved and supplied by Defendants.

17           25. Class members are required to follow and abide by common work, time, and pay  
18 policies and procedures in the performance of their jobs, including the temperature check  
19 requirement.

20           26. At the end of each pay period, Class members receive wages from Defendants that are  
21 determined by common systems and methods that Defendants select and control.

22           27. Defendants pay Class members on an hourly rate basis.

23           28. Defendants employ hundreds of people similarly situated to Plaintiff during the period  
24 from March 4, 2020 until the filing of this Complaint.

25           29. Defendants' method of paying Plaintiff and Class members is willful and not based on  
26 a good faith and reasonable belief that their conduct complied with California law.

27           30. Defendants' conduct is willful, is carried out in bad faith, and causes significant  
28 damages to non-exempt hourly employees in an amount to be determined at trial.

**RULE 23 CLASS ACTION ALLEGATIONS**

1  
2 31. Plaintiff brings the California State law claims on behalf of herself and all others  
3 similarly situated as an “opt-out” class action pursuant to Federal Rule of Civil Procedure 23. The  
4 California Class that Plaintiff seeks to represent is defined as follows:

5 **All current and former hourly, non-exempt workers employed**  
6 **at any Victoria’s Secret store throughout California during the**  
7 **time period starting March 4, 2020 until resolution of this**  
8 **action. (the “Class”)**

9 32. This action has been brought and may properly be maintained as a class action because  
10 there is a well-defined community of interest in the litigation and the proposed class is easily  
11 ascertainable.

12 33. Numerosity: The potential members of the class are so numerous that joinder of all the  
13 members of the Class is impracticable. Plaintiff is informed and believes that the number of Class  
14 members exceeds 100. This volume makes bringing the claims of each individual member of the  
15 class before this Court impracticable. Likewise, joining each individual member of the Class as a  
16 plaintiff in this action is impracticable. Furthermore, the identities of the Class will be determined  
17 from Defendants’ records, as will the compensation paid to each of them. As such, a class action is  
18 a reasonable and practical means of resolving these claims. To require individual actions would  
19 prejudice the Class and Defendants.

20 34. Commonality: There are questions of law and fact common to Plaintiff and the Class  
21 that predominate over any questions affecting only individual members of the Class. These common  
22 questions of law and fact include, but are not limited to:

- 23 a. Whether Defendants have a policy and/or practice of requiring Class members to  
24 be in the control of, spend time primarily for the benefit of, and work for Defendants  
25 off-the-clock and without compensation;
- 26 b. Whether Defendants fail to compensate Class members for all hours worked,  
27 including at minimum wages and/or regular rate wage compensation, in violation  
28 of the Labor Code and Wage Orders;
- c. Whether Defendants fail to pay all wages owed upon Class members’ separation of

1 employment;

2 d. Whether Defendants violates Business and Professions Code §§ 17200 *et seq.*, by:

3 (a) failing to pay Class members minimum wage for all hours worked.

4 (b) failing to compensate Class members for all hours worked, including at  
5 minimum wage and at regular rate wage compensation; and

6 (c) failing to pay Class members for all wages owed upon separation of  
7 employment.

8 e. The proper formula for calculating restitution, damages and penalties owed to  
9 Plaintiff and the Class as alleged herein.

10 35. Typicality: Plaintiff's claims are typical of the claims of the Class. Defendants'  
11 common course of conduct in violation of law as alleged herein caused Plaintiff and Class members  
12 to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of  
13 and co-extensive with the claims of the Class.

14 36. Adequacy of Representation: Plaintiff seeks relief for state law violations perpetrated  
15 by Defendants. In that sense, Plaintiff does not have any conflicts of interest with other Class  
16 members and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff  
17 is competent and experienced in litigating complex cases and large class actions, including wage and  
18 hour cases. Plaintiff will fairly and adequately represent and protect the interests of the Class  
19 members.

20 37. Superiority of Class Action: A class action is superior to other available means for the  
21 fair and efficient adjudication of this controversy. Individual joinder of all proposed Class members  
22 is not practicable, and questions of law and fact common to the Class predominate over any questions  
23 affecting only individual members of the Class. Each proposed Class member has been damaged and  
24 is entitled to recovery by reason of Defendants' illegal policies and/or practices. Class action  
25 treatment will allow those similarly situated persons to litigate their claims in the manner that is most  
26 efficient and economical for the parties and the judicial system.

27 38. In the alternative, the Class may be certified because the prosecution of separate actions  
28 by the individual members of the Class would create a risk of inconsistent or varying adjudication

1 with respect to individual members of the Class which would establish incompatible standards of  
2 conduct for Defendants.

3 39. If each individual Class member were required to file an individual lawsuit, Defendants  
4 would necessarily gain an unconscionable advantage because Defendants would be able to exploit  
5 and overwhelm the limited resources of each member of the Class with Defendants' vastly superior  
6 financial and legal resources.

7 40. Requiring each individual Class member to pursue an individual remedy would also  
8 discourage the assertion of lawful claims by the Class members who would be disinclined to pursue  
9 these claims against Defendants because of an appreciable and justifiable fear of retaliation and  
10 permanent damage to their lives, careers and well-being.

11 **FIRST CAUSE OF ACTION**

12 **Failure to Pay for All Hours Worked Pursuant to the California Labor Code § 204  
(On Behalf of the Class)**

13 41. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
14 herein.

15 42. Defendants willfully engaged in and continue to engage in a policy and practice of not  
16 compensating Plaintiff and putative Class members for all hours worked or spent in its control.

17 43. Defendants intentionally and willfully require Plaintiff and the Class members to  
18 complete additional work off-the-clock. Plaintiff and putative Class members are required to undergo  
19 temperature checks while off-the-clock for an average of 5 minutes before starting their shift, for  
20 every shift worked. Plaintiff and Class members are not compensated for this work. As a result,  
21 Defendants fail to pay Plaintiff and the Class members for all hours worked and fail to track their  
22 actual hours worked.

23 44. Labor Code section 204 provides in part that "all wages . . . earned by any person in  
24 any employment are due and payable twice during each calendar month, on days designated in  
25 advance by the employer as the regular paydays."

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1 45. Labor Code section 1194(a) provides as follows:

2 Notwithstanding any agreement to work for a lesser wage, any  
3 employee receiving less than the legal minimum wage or the legal  
4 overtime compensation applicable to the employee is entitled to  
5 recover in a civil action the unpaid balance of the full amount of this  
6 minimum wage or overtime compensation, including interest  
7 thereon, reasonable attorneys' fees, and costs of suit.

6 46. Labor Code section 200(a) defines wages as "all amounts for labor performed by  
7 employees of every description, whether the amount is fixed or ascertained by the standard of time,  
8 task, piece, commission basis, or other method of calculation."

9 47. Labor Code § 1198 makes it unlawful for employers to employ employees under  
10 conditions that violate the Wage Orders.

11 48. IWC Wage Order 4-2001(2)(K) defines hours worked as "the time during which an  
12 employee is subject to the control of an employer and includes all the time the employee is suffered  
13 or permitted to work, whether or not required to do so."

14 49. In violation of California law, Defendants knowingly and willfully refuse to perform  
15 their obligations to provide Plaintiff and the Class with compensation for all time worked.  
16 Defendants regularly fail to track all of the time Plaintiff and the Class actually work or to  
17 compensate them for all hours worked. Therefore, Defendants committed, and continues to commit,  
18 the acts alleged herein knowingly and willfully, and in conscious disregard of the Plaintiff and the  
19 Class members' rights. Plaintiff and the Class are thus entitled to recover nominal, actual, and  
20 compensatory damages, plus interest, attorneys' fees, expenses, and costs of suit.

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

23 51. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

24 **SECOND CAUSE OF ACTION**  
25 **Failure to Pay Minimum Wages**  
26 **Pursuant to Labor Code §§ 1182.12, 1194, 1197, and 1197.1**  
27 **(On Behalf of the Class)**

28 52. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
herein.

53. During the applicable statutory period, California Labor Code §§ 1182.12 and 1197,

1 and the Minimum Wage Order were in full force and effect and required that Defendants' hourly  
2 employees receive the minimum wage for all hours worked at the rate of thirteen dollars (\$13.00)  
3 per hour commencing January 1, 2020, and fourteen dollars (\$14.00) per hour commencing on  
4 January 1, 2021.

5 54. Defendants maintain, and has maintained, policies and procedures which create a  
6 working environment where hourly employees are routinely compensated at a rate that is less than  
7 the statutory minimum wage. Plaintiff and Class members frequently work time off-the-clock during  
8 time spent for temperature checks, which is time worked that is uncompensated.

9 55. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,  
10 Plaintiff and Class members have been deprived of minimum wages in an amount to be determined  
11 at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus interest thereon,  
12 attorneys' fees, costs of suit pursuant to Labor Code §§ 1194, 1194.2 and 1197.1.

13 Wherefore, Plaintiff and the Class request relief as hereinafter provided.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226**  
16 **(On Behalf of the Class)**

17 56. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
18 herein.

19 57. Defendants do not provide Plaintiff and Class members with accurate itemized wage  
20 statements as required by California law.

21 58. Labor Code § 226(a) provides:

22 An employer, semimonthly or at the time of each payment of wages,  
23 shall furnish to his or her employees, either as a detachable part of  
24 the check, draft, or voucher paying the employee's wages, or  
25 separately if wages are paid by personal check or cash, an accurate  
26 itemized statement in writing showing: (1) gross wages earned, (2)  
27 total hours worked by the employee, except as provided in  
28 subdivision (j), (3) the number of piece-rate units earned and any  
applicable piece rate if the employee is paid on a piece-rate basis,  
(4) all deductions, provided that all deductions made on written  
orders of the employee may be aggregated and shown as one item,  
(5) net wages earned, (6) the inclusive dates of the period for which  
the employee is paid, (7) the name of the employee and only the last  
four digits of his or her social security number, (8) the name and  
address of the legal entity that is the employer and, if the employer  
is a farm labor contractor, as defined in subdivision (b) of Section

1 1682, the name and address of the legal entity that secured the  
2 services of the employer, and (9) all applicable hourly rates in effect  
3 during the pay period and the corresponding number of hours  
4 worked at each hourly rate by the employee .... The deductions  
5 made from payments of wages shall be recorded in ink or other  
6 indelible form, properly dated, showing the month, day, and year,  
7 and a copy of the statement or a record of the deductions shall be  
8 kept on file by the employer for at least three years at the place of  
9 employment or at a central location within the State of California.

59. IWC Wage Order 4-2001(7) establishes similar wage statement requirements.

60. Labor Code § 226(e) provides:

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

61. Plaintiff seeks to recover actual damages, costs and attorneys' fees under this section.

62. Defendants do not provide timely, accurate itemized wage statements to Plaintiff and  
14 putative Class members in accordance with Labor Code § 226(a) and the IWC Wage Orders. The  
15 wage statements Defendants provides their employees, including Plaintiff and putative Class  
16 members, do not accurately reflect the actual hours worked, actual gross wages earned, or actual net  
17 wages earned.

63. Defendants are liable to Plaintiff and the putative Class alleged herein for the amounts  
18 described above in addition to the civil penalties set forth below, with interest thereon. Furthermore,  
19 Plaintiff is entitled to an award of attorneys' fees and costs as set forth below, pursuant to Labor  
20 Code § 226(e).

64. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

23 **FOURTH CAUSE OF ACTION**  
24 **Waiting Time Penalties Pursuant to Labor Code §§ 201-203**  
25 **(On Behalf of the Class)**

65. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
26 herein.

66. Defendants do not provide putative Class members with their wages when due under  
27 California law after their employment with Defendants ends.  
28

1           67. Labor Code § 201 provides:

2                     If an employer discharges an employee, the wages earned and unpaid at  
3                     the time of discharge are due and payable immediately.

4           68. Labor Code § 202 provides:

5                     If an employee not having a written contract for a definite period quits his or her  
6                     employment, his or her wages shall become due and payable not later than 72 hours  
7                     thereafter, unless the employee has given 72 hours previous notice of his or her  
8                     intention to quit, in which case the employee is entitled to his or her wages at the  
9                     time of quitting.

10          69. Labor Code § 203 provides, in relevant part:

11                     If an employer willfully fails to pay, without abatement or reduction, in  
12                     accordance with Sections 201, 201.5, 202, and 205.5, any wages of an  
13                     employee who is discharged or who quits, the wages of the employee  
14                     shall continue as a penalty from the due date thereof at the same rate  
15                     until paid or until an action therefor is commenced; but the wages shall  
16                     not continue for more than 30 days.

17          70. Some of the putative Class members left their employment with Defendants during the  
18          statutory period, at which time Defendants owed them unpaid wages. These earned, but unpaid,  
19          wages derive from time spent working for the benefit of Defendants, which went unrecorded and/or  
20          uncompensated.

21          71. Defendants willfully refused and continue to refuse to pay putative Class members all  
22          the wages that are due and owing to them, in the form of uncompensated off-the-clock time, upon  
23          the end of their employment as a result of Defendants' willful failure to provide Plaintiff and the  
24          putative Class members with payment for all hours worked. As a result of Defendants' actions,  
25          Plaintiff and putative Class members have suffered and continue to suffer substantial losses, including  
26          lost earnings, and interest.

27          72. Defendants' willful failure to pay Plaintiff and putative Class members the wages due  
28          and owing them constitutes a violation of Labor Code §§ 201-202. As a result, Defendants are liable  
29          to Plaintiff and proposed Class members for all penalties owing pursuant to Labor Code §§ 201-203.

30          73. In addition, Labor Code § 203 provides that an employee's wages will continue as a  
31          penalty up to thirty days from the time the wages were due. Therefore, the Plaintiff and putative  
32          Class members are entitled to penalties pursuant to Labor Code § 203, plus interest.

33          74. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

**FIFTH CAUSE OF ACTION**  
**Violation of California Business and Professions Code §§ 17200 *et seq.***  
**(On Behalf of the Class)**

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3       75. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
4 herein.

5       76. California Business and Professions Code § 17200, *et seq.*, prohibits unfair competition  
6 in the form of any unlawful, unfair, or fraudulent business acts or practices.

7       77. Business and Professions Code § 17204 allows a person injured by the unfair business  
8 acts or practices to prosecute a civil action for violation of the UCL.

9       78. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce  
10 minimum labor standards in order to ensure employees are not required to work under substandard  
11 and unlawful conditions, and to protect employers who comply with the law from those who attempt  
12 to gain competitive advantage at the expense of their workers by failing to comply with minimum  
13 labor standards.

14       79. Beginning on a date unknown to Plaintiff, but at least since March 4, 2020, Defendants  
15 have committed acts of unfair competition as defined by the UCL, by engaging in the unlawful,  
16 unfair, and fraudulent business acts and practices described in this Complaint, including, but not  
17 limited to:

- 18           a. violations of Labor Code § 1194 and IWC Wage Order 4-2001 pertaining to  
19           payment of wages;
- 20           b. violations of Labor Code § 203 pertaining to failure to pay all wages owed upon  
21           separation of employment; and
- 22           c. violations of Labor Code § 226 regarding accurate, timely itemized wage  
23           statements.

24       80. The violations of these laws and regulations, as well as of the fundamental California  
25 public policies protecting wages, serve as unlawful predicate acts and practices for purposes of  
26 Business and Professions Code §§ 17200 *et seq.*

27       81. The acts and practices described above constitute unfair, unlawful and fraudulent  
28 business practices, and unfair competition, within the meaning of Business and Professions Code §§

1 17200 *et seq.* Among other things, the acts and practices have taken from Plaintiff and the Class  
2 wages rightfully earned by them, while enabling Defendants to gain an unfair competitive advantage  
3 over law-abiding employers and competitors.

4 82. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and  
5 the Class members have suffered a loss of money and property, in the form of unpaid wages which  
6 are due and payable to them.

7 83. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There  
8 is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right,  
9 and it would be against the interests of justice to penalize Plaintiff by forcing her to pay attorneys'  
10 fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil  
11 Procedure §1021.5 and otherwise.

12 84. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, on behalf of the Class members, requests the following relief:

- 15 1. For an order certifying the Causes of Action herein described as a class action pursuant  
16 to Federal Rule of Civil Procedure 23;
- 17 2. Damages and restitution according to proof at trial for all unpaid wages and other  
18 injuries, as provided by the California Labor Code and California Business and  
19 Professions Code;
- 20 3. For a declaratory judgment that Defendants violated the California Labor Code,  
21 California law, and public policy as alleged herein;
- 22 4. For a declaratory judgment that Defendants violated California Business and  
23 Professions Code §§ 17200 *et seq.* as a result of the aforementioned violations of the  
24 California Labor Code;
- 25 5. For an order awarding Plaintiff and the Class members compensatory damages,  
26 including lost wages, earnings, liquidated damages, penalties, and other employee  
27 benefits, restitution, recovery of all money/property, actual damages, and all other sums  
28 of money owed to Plaintiff and Class members, together with interest on these amounts

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- according to proof;
- 6. For an order awarding Plaintiff and Class members civil penalties pursuant to the California Labor Code, and the laws of the State of California, with interest thereon;
- 7. For an order awarding reasonable attorneys' fees as provided by the California Labor Code, California Code of Civil Procedure § 1021.5, the laws of the State of California, and/or other applicable law;
- 8. For all costs of suit;
- 9. For interest on any wages or damages awarded, as provided by applicable law; and
- 10. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date: April 15, 2021

/s/ Carolyn H. Cottrell  
Carolyn H. Cottrell  
Ori Edelstein  
Michelle S. Lim  
Philippe M. Gaudard  
SCHNEIDER WALLACE  
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*Attorneys for Plaintiff and Class Members*

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully submitted,

Date: April 15, 2021

/s/ Carolyn H. Cottrell  
Carolyn H. Cottrell  
Ori Edelstein  
Michelle S. Lim  
Philippe M. Gaudard  
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