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County of Santa Barbara
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA BARBARA

10
11 EDGAR OROZCO, an individual, for
himself and those similarly situated,

12
13 Plaintiff,

14 v.

15 ARDENT COMPANIES, INC., a Louisiana
16 corporation; and DOES 1 through 100,
inclusive,

17
18 Defendants.

Case No. 18CV00925

PUTATIVE CLASS ACTION

**COMPLAINT;
DEMAND FOR JURY TRIAL**

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21
22 **TO ALL INTERESTED PARTIES HEREIN AND TO THEIR ATTORNEYS OF
23 RECORD:**

24 COMES NOW, Plaintiff EDGAR OROZCO ("Plaintiff"), individually and on behalf of
25 all other similarly situated current and former employees of Defendants ARDENT
26 COMPANIES, INC., a Louisiana corporation doing business in California ("ARDENT"), and
27 Does 1 through 100, and each of them, for legal relief to redress unlawful violations of
28

1 Plaintiff's rights under California law and the rights of those similarly situated. Plaintiff bring
2 his claims against Defendants as a California statewide class action pursuant to California
3 Code of Civil Procedure section 382.

4 INTRODUCTION

5 1. California wage-and-hour laws apply within its territorial boundaries. *Sullivan*
6 *v. Oracle Corp.*, 51 Cal.4th 1191, 1197. California's wage-and-hour laws apply to work
7 performed in its coastal waters, including waters outside the state's territorial boundaries.
8 *California Tidewater Marine W., Inc. v. Bradshaw*, 14 Cal. 4th 557, 579 (1996). Those same
9 laws apply on oil platforms on the Outer Continental Shelf off the coast of California. *Newton*
10 *v. Parker Drilling Mgmt. Servs., Ltd.*, --- F.3d --- , 2018 WL 706490, *15 (9th Cir. Feb. 5,
11 2018).

12 2. Defendants provide services to drilling operations off the California coast,
13 including on fixed oil platforms on the Outer Continental Shelf. Defendants employ hourly
14 employees who work on these oil platforms and travel between them when necessary.
15 Defendants mandate that these hourly workers perform their work in "hitches," which are
16 multiple-day shifts (varying in length) that begin and end in California and are also spent
17 either on vessels traveling to, back from, or between oil platforms or on the oil platforms
18 themselves.

19 3. The employees' hitches begin on California soil, where the employees wait for a
20 vessel to transport them to an oil platform. While they wait, Defendants mandate that the
21 employees attend safety briefings. The employees board their vessel and travel to an oil
22 platform on the Outer Continental Shelf.

23 4. Some employees travel to and back from their designated platform by helicopter.
24 The process is similar to trips aboard a vessel. The primary difference is the length of the trip.

25 5. Regardless of which method of travel the employees take to their platform, it is
26 impossible for employees to take their own vessel and/or helicopter to reach the platform.
27 They must use the transportation provided by Defendants.

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1 6. During these hourly employees’ hitches, they cannot realistically leave their
2 vessel, helicopter, or oil platform. Their confinement ends only upon their return to California
3 soil, when they disembark from the vessel or helicopter.

4 7. California law mandates the payment of wages for every hour worked. *Armenta*
5 *v. Osmose, Inc.*, 135 Cal.App.4th 314, 324 (2005). California employers must also pay
6 overtime premium wages for all hours worked in excess of eight in one day or over 40 in one
7 workweek and double-time premium wages for all hours worked in excess of 12 in one day.
8 Lab. Code § 510(a).

9 8. California law defines “hours worked” as “the time during which an employee is
10 subject to the control of an employer, and includes all the time the employee is suffered or
11 permitted to work, whether or not required to do so.” 8 Cal. Code Regs. § 11160(2)(J). “An
12 employee who is subject to an employer’s control does not have to be working during that
13 time to be compensated.” *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 592 (2000).
14 ““When an employer directs, commands or restrains an employee from leaving the work place
15 ... and thus prevents the employee from using the time effectively for his or her own purposes,
16 that employee remains subject to the employer’s control. According to [the definition of hours
17 worked], that employee must be paid.”” *Id.* at 583. An employer cannot exclude sleep time
18 for employees working shifts of 24 hours. *Mendiola v. CPS Sec. Sols., Inc.*, 60 Cal.4th 833,
19 848-49 (2015).

20 9. Defendants violated these key principles of California wage-and-hour law.
21 Defendants’ hourly employees were restrained to their workplace for the entirety of their
22 hitches. They could not use the time effectively for their own purposes and always remained
23 subject to Defendants’ control. Defendants, in contravention of California law, maintained a
24 policy and practice of paying their hourly employees for twelve hours each day. Defendants
25 maintained a policy whereby it did not pay their hourly employees for controlled stand-by
26 time, typically time spent on the platform between 6 p.m. and 6 a.m. (and relieving employees
27 worked the 6 a.m. to 6 p.m. shift), even though this entire time was on-call time and even
28 though their hourly employees were deprived several freedoms during this time. In short,

1 Defendants violated California law by not treating as compensable hours worked every hour
2 their hourly employees were restrained to the workplace, i.e., on Defendants’ vessels and
3 platforms, including sleeping time, and time spent on California soil.

4 10. Plaintiff is one of the hourly employees impacted by Defendants’ illegal wage-
5 and-hour policies. He seeks relief on a collective and class-wide basis challenging the
6 unlawful business practices engaged in by Defendants of failing to properly compensate
7 Plaintiff and all others similarly situated for all wages owed, denied meal and rest periods, and
8 various other related penalties under California Labor Code. Plaintiff also seeks equitable
9 relief under the California Unfair Competition Law, Business and Professions Code section
10 17200 *et seq.* (the “UCL”), which is predicated on Defendants’ violation of California laws
11 regarding the payment of wages. The UCL claim seeks to obtain disgorgement and restitution
12 of all ill-gotten gains from the unlawful conduct alleged herein and an injunction preventing
13 Defendants from continuing to violate California law.

14 **THE PARTIES**

15 11. At all times herein mentioned, Plaintiff EDGAR OROZCO was an hourly
16 employee of Defendants, working off the coast of and in the State of California, within the last
17 four (4) years as an Electrician.

18 12. Plaintiff stopped working for Defendants in or around May 2016.

19 13. At all times herein mentioned and relevant, Plaintiff was and is an individual
20 residing in Rialto, California, in the County of San Bernardino.

21 14. At all times herein mentioned, Plaintiff is informed and believes and, based on
22 such information and belief, thereon alleges that ARDENT is a Louisiana corporation which
23 maintains offices in Kern County, California, at 4824 Rosedale Lane, #A, Bakersfield,
24 California 93314, and Los Angeles County, California at 1250 E 223rd
25 St, Carson, California 90745

26 15. ARDENT, however, causes its employees to perform work in Santa Barbara
27 County, California, namely on platforms located within the Santa Barbara Channel and on the
28 mainland (Goleta, California, where employees typically embark and disembark during their

1 multi-day hitches on off-shore platforms).

2 16. The true names and capacities, whether individual, corporate, associate,
3 representative or otherwise, of the defendants identified herein as Does 1 through 100,
4 inclusive, are unknown to Plaintiff, who therefore sue these defendants by said fictitious
5 names. Plaintiff will amend this Complaint to allege the true names and capacities of Does 1
6 through 100 when they have been ascertained. Does 1 through 100 are in some manner legally
7 responsible for the wrongs and injuries alleged herein.

8 17. Each of the Defendants acted as the agent or employee of the others and each
9 acted within the scope of that agency or employment.

10 **VENUE AND JURISDICTION**

11 18. Venue is appropriate in the Santa Barbara County Superior Court because, on
12 information and belief, Defendant conducts business within said County. The unlawful
13 employment practices complained of herein occurred within the State within said County as
14 well as on oil platforms located off the shores of California.

15 19. Further, it is alleged that the unlawful employment practices complained of
16 herein were authorized, approved or otherwise ratified by Defendants, at least in part, within
17 Santa Barbara County, California.

18 20. Defendants cause their employees to perform work in Santa Barbara County,
19 California, namely on platforms located within the Santa Barbara Channel and on the
20 mainland (Goleta, California, where employees typically embark and disembark during their
21 multi-day hitches on off-shore platforms).

22 **CLASS ACTION ALLEGATIONS**

23 21. Plaintiff brings the causes of action stated herein on his own behalf and on
24 behalf of all persons similarly situated. The class consists of all current and former hourly
25 employees of Defendants, who, at any time within four years from the date of filing of this
26 lawsuit, worked on oil platforms off of the California coast for periods of 24 hours or more
27 (hereinafter the "Putative Class").

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1 22. The Putative Class represents over 25 persons and is so numerous that the
2 joinder of each member of the putative class is impracticable.

3 23. There is a well-defined community of interest in the questions of law and fact
4 affecting the class Plaintiff represents. The Putative Class members' claims against Defendants
5 involve questions of common or general interest, in that each was employed by Defendants,
6 and each was not paid wages owed based on the same failure to compensate for all hours
7 during which they were subject to the control of Defendants, including hours in excess of their
8 scheduled shifts and during meal and rest periods. These questions are such that proof of a
9 state of facts common to the members of the Putative Class will entitle each member to the
10 relief requested in this complaint.

11 24. The members of the Putative Class that Plaintiff represents have no plain, speedy
12 or adequate remedy at law against Defendants, other than by maintenance of this class action,
13 because Plaintiff is informed and believes, and on such information and belief alleges, that the
14 damage to each member of the Putative Class may be relatively small and that it would be
15 economically infeasible to seek recovery against Defendants other than by a class action.

16 25. Plaintiff will fairly and adequately represent the interest of the Putative Class,
17 because Plaintiff is a member of the Putative Class, and Plaintiff's claims are typical of those
18 in the Putative Class.

19 26. Plaintiff is a former employee of Defendants, and was assigned to work on
20 several platforms off the coast of California, but was assigned to stay overnight during his
21 hitches on various platforms located off of California's coast, namely in Santa Barbara
22 County.

23 27. Plaintiff was employed by Defendants during the four years preceding the filing
24 of the Complaint.

25 28. Plaintiff worked as an Electrician.

26 29. Plaintiff was at all relevant times herein alleged paid an hourly rate.

27 30. Plaintiff stopped working for Defendants on or around May 2016.

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1 31. During the employment with Defendants, Plaintiff sometimes worked on an oil
2 platform (or platforms) in the California coastal waters, performing non-exempt work.

3 32. During the employment with Defendants, Plaintiff sometimes worked onshore in
4 California, performing non-exempt work. Each of Plaintiff's hitches (multi-day periods of
5 work) began onshore in California and ended onshore in California.

6 33. Plaintiff typically received pay for only 12 hours each day while on the oil
7 platforms, but nothing for the remaining 12 hours of restricted/controlled stand-by which were
8 also spent on the platforms.

9 34. Plaintiff did not receive compensation for all hours worked on the platform.

10 35. Plaintiff could not reasonably leave the platform during his multi-day shift.

11 36. Plaintiff could not leave the platforms for his meal or rest periods.

12 37. As a consequence of not being able to leave the platform for his meal or rest
13 periods, he would remain subject to Defendant's control, "on duty," and "on call" as those
14 terms are defined under California law. All time subject to an employer's control is
15 compensable, and on-duty and on-call meal and rest periods are not permitted under California
16 law.

17 38. For each on duty meal or rest period, a California employer is required to pay its
18 employees one extra hour of pay at their normal hourly rate (known as a meal or rest period
19 "premium" wage).

20 39. Defendants did not pay Plaintiff one extra hour of pay for each on duty meal
21 period. Nor did Defendants pay Plaintiff an extra hour of pay for each on duty rest period, as
22 required by California law.

23 **FIRST CAUSE OF ACTION**

24 ***Failure to Pay California Overtime and Double-time Premium Wages***

25 **(Action Brought By Plaintiff On Behalf Of Himself**

26 **And the Putative Class Against All Defendants)**

27 40. Plaintiff incorporates by reference and re-alleges each and every one of the
28 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully

1 set forth herein.

2 41. California law requires payment of overtime premium pay for all hours worked
3 by non-exempt employees in excess of eight in one day or 40 hours in one week and for the
4 first eight hours on the seventh-straight day of work in one workweek. Lab. Code § 510; 8
5 Cal. Code Regs. § 11160, subd. 3(A). It further requires payment of double-time premium pay
6 for all hours worked by non-exempt employees in excess of twelve hours in one day or in
7 excess of eight hours on the seventh-straight day of work in a single workweek. Lab. Code §
8 510; 8 Cal. Code Regs. § 11160, subd. 3(A).

9 42. Plaintiff and the Putative Class regularly worked hours for which they were not
10 paid the overtime or double-time premium wages under California law. Defendants violated
11 the California Labor Code's overtime and double-time provisions in numerous respects,
12 including but not limited to the following:

13 a. Failing to compensate Plaintiff and the Putative Class at the proper
14 overtime rate for all hours worked in excess of eight (8) in a workday, forty (40) in a
15 workweek, or on the seventh (7th) straight day in a workweek or at the proper double-time rate
16 for all hours worked in excess of twelve (12) in a workday or in excess of eight (8) on the
17 seventh (7th) straight day of work in a workweek for the following categories of hours
18 worked:

19 i. Time spent on the employer's premises due to the reasonable
20 inability to leave;

21 ii. Time spent on-call on the employer's premises and engaged to
22 wait as those terms are defined by California regulations and case law;

23 iii. Time spent donning, doffing, and retrieving job-related protective
24 gear (such as fire-retardant clothing) before and after working their 12-hour shifts;

25 iv. Time spent "handing off" a shift to the relief employee and/or
26 receiving such a hands off from the employee who was relieved;

27 v. All time spent traveling to and back from shore, including but not
28 limited to time spent waiting for the ship to take them to the platform or back to shore;

1 vi. All time spent responding to alarms and drills or other calls to
2 muster after hours; and

3 vii. To the extent such a claim is not subsumed by the aforementioned
4 situations, time spent sleeping on the employer's premises; and

5 b. Failing to compensate Plaintiff and the Putative Class at the correct
6 overtime rate of pay for overtime hours worked because Defendants failed to include the
7 following in the Putative Class's regular hourly rates of pay:

8 i. Compensation for performance-related bonuses;

9 ii. Compensation for meals provided by the employer; and

10 iii. Compensation for lodging provided by the employer.

11 43. Plaintiff and the Putative Class seek such overtime and double-time premium
12 wages owed to them for the three-year period measured backward from the date of the filing of
13 the initial Complaint in this matter. (In the Unfair Competition cause of action stated herein
14 and brought pursuant to the UCL, Plaintiff and the Putative Class seek restitution of unpaid
15 overtime and double-time wages due for the four-year period measured backward from the
16 date of the filing of the initial Complaint in this matter.)

17 44. The exact amount of overtime and double-time premium wages owed will not be
18 fully ascertained until discovery is completed. Until Defendants produce the necessary
19 documents for an accounting, Plaintiff is unable to determine the exact amount of overtime
20 and double-time premium wages owed.

21 45. Plaintiff seeks interest on all overtime and double-time premium wages owed to
22 them for the three-year period measured backward from the date of the filing of the initial
23 Complaint in this matter pursuant to Labor Code section 1194. (In the Unfair Competition
24 cause of action stated herein and brought pursuant to the UCL, Plaintiff and the Putative Class
25 seek interest on all unpaid overtime and double-time wages due for the four-year period
26 measured backward from the date of the filing of the initial Complaint in this matter.)

27 46. Pursuant to Labor Code section 1194, Plaintiff requests the Court to award
28 Plaintiff's reasonable attorney's fees and costs incurred in this action.

1 **SECOND CAUSE OF ACTION**

2 ***Failure to Provide Lawful Meal and Rest Periods***

3 **(Action Brought By Plaintiff On Behalf Of Himself**

4 **And the Putative Class Against All Defendants)**

5 47. Plaintiff incorporates by reference and re-alleges each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
7 set forth herein.

8 48. California law provides that no employer shall employ any person for a work
9 period of more than five hours without a meal period of not less than 30 minutes. Lab. Code
10 §§ 226.7, 512, 8 Cal. Code Regs. § 11160, subd. 10.

11 49. Employees are entitled to “a paid 10-minute rest period per four hours of work.”
12 *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864, 870; 8 Cal. Code Regs. § 11050, subd.
13 12(A). “State law prohibits on-duty and on-call rest periods. During required rest periods,
14 employers must relieve their employees of all duties and relinquish any control over how
15 employees spend their break time.” *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 385-386
16 (2016).

17 50. “If an employer fails to provide an employee a ... meal ... period in accordance
18 with a state law..., the employer shall pay the employee one additional hour of pay at the
19 employee’s regular rate of compensation for each workday that the ... meal ... period is not
20 provided.” Lab. Code § 226.7; 8 Cal. Code Regs. § 11160, subd. 10.

21 51. “If an employer fails to provide an employee a ... rest ... period in accordance
22 with a state law..., the employer shall pay the employee one additional hour of pay at the
23 employee’s regular rate of compensation for each workday that the ... rest ... period is not
24 provided.” Lab. Code § 226.7(c); 8 Cal. Code Regs. § 11160, subd. 10.

25 52. Defendants have intentionally and improperly denied meal and rest periods to
26 Plaintiff and the Putative Class in violation of Labor Code sections 226.7 and 512 and 8 Cal.
27 Code Regs. § 11160, subd. 10.

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1 53. At all times relevant hereto, Plaintiff and the other members of the Putative
2 Class have worked more than five hours in a workday (and often more than ten, fifteen hours,
3 and twenty hours). At all relevant times hereto, Defendants have failed to provide meal
4 periods for every five-hour work period and to provide rest periods for every four hours of
5 work as required by California law, because Plaintiff and the Putative Class could not
6 reasonably leave the work premises and were not relieved of all duty and subject to their
7 employer's control for their meal and rest periods.

8 54. Plaintiff and the other members of the Putative Class are informed and believe,
9 and based upon that information and belief allege, that Defendants know or should have
10 known that Plaintiff and the Putative Class were entitled to lawful meal and rest periods but
11 purposely elected not to provide these mandated periods.

12 55. Plaintiff seeks meal and rest period premium wages owed to him and the
13 Putative Class for the three-year period measured backward from the date of the filing of the
14 initial Complaint in this matter. (In the Unfair Competition cause of action stated herein and
15 brought pursuant to the UCL, Plaintiff and the Putative Class seek restitution of unpaid meal
16 and rest period premium wages due for the four-year period measured backward from the date
17 of the filing of the initial Complaint in this matter.)

18 56. The exact amount of meal and rest period premium wages owed will not be fully
19 ascertained until discovery is completed. Until Defendants produce the necessary documents
20 for an accounting, Plaintiff is unable to determine the exact amount of meal period premium
21 wages owed.

22 57. Labor Code section 218.6 states, "[I]n any action brought for the nonpayment of
23 wages, the court shall award interest on all due and unpaid wages at the rate of interest
24 specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the
25 date that the wages were due and payable as provided in Part 1 (commencing with Section
26 200) of Division 2." Plaintiff and the Putative Class seek such interest on all meal and rest
27 period premium wages owed to them for the three-year period measured backward from the
28 date of the filing of the initial Complaint in this matter. (In the Unfair Competition cause of

1 action stated herein and brought pursuant to the UCL, Plaintiff and the Putative Class seek
2 interest on all unpaid meal and rest period premium wages due for the four-year period
3 measured backward from the date of the filing of the initial Complaint in this matter.)

4 **THIRD CAUSE OF ACTION**

5 ***Unfair Competition***

6 **(Action Brought By Plaintiff On Behalf Of Himself**

7 **And the Putative Class Against All Defendants)**

8 58. Plaintiff incorporates by reference and re-alleges each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as though
10 fully set forth herein.

11 59. This cause of action is being brought pursuant to California Business and
12 Professions Code section 17200 et seq. and California case law including *Cortez v. Purolator*
13 *Air Filtration Products Co.*, 23 Cal.App.4th 163 (2000).

14 60. It is alleged that Defendants have willfully failed to pay Plaintiff and the Putative
15 Class, overtime, double-time, meal, and rest period premium wages under California law as
16 alleged throughout this Complaint. The failure to pay such premium wages constitutes unfair
17 business practices under California Business and Professions Code section 17200.

18 61. As a result of the conduct of Defendants, Defendants profited from breaking the
19 law. Plaintiff and the Putative Class seek disgorgement of this unlawfully obtained benefit
20 (plus interest thereon) for the four-year period measured backward from the date of filing of
21 the initial Complaint in this matter.

22 62. California Business and Professions Code section 17203, under the authority of
23 which a restitutionary order may be made, provides:

24 Any person who engages, has engaged, or proposes to engage in
25 unfair competition may be enjoined in any court of competent
26 jurisdiction. The court may make such orders or judgments,
27 including the appointment of a receiver, as may be necessary to
28 prevent the use of employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or
as may be necessary to restore to any person in interest any money

1 or property, real or personal, which may have been acquired by
2 means of such unfair competition. Any person may pursue
3 representative claims or relief on behalf of others only if the
4 claimant meets the standing requirements of Section 17204 and
5 complies with Section 382 of the Code of Civil Procedure, but
6 these limitations do not apply to claims brought under his chapter
7 by the Attorney General, or any district attorney, county counsel,
8 city attorney, or city prosecutor in this state.

9 Bus. & Prof. Code § 17203.

10 63. As a result of the alleged aforesaid actions, Plaintiff and the Putative Class have
11 suffered injury in fact and have lost money as a result of such unfair competition. It is
12 requested that this Court order restitution under the UCL.

13 64. Plaintiff also seeks an injunction preventing Defendants from continuing to
14 violate California's wage-and-hour laws.

15 **FOURTH CAUSE OF ACTION**

16 **(Violation of Labor Code § 203 – Alleged by Plaintiff**

17 **Against All Defendants)**

18 65. Plaintiff incorporates by reference and re-alleges each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this Complaint as though
20 fully set forth herein.

21 66. Pursuant to California Labor Code section 203, it is alleged that Defendants have
22 willfully failed to pay without abatement or reduction all of the wages of Plaintiff.

23 67. Defendants are aware that they owe the wages claimed, yet have willfully failed
24 to make payment.

25 68. As a result of Defendants willful failure to pay all wages owed at termination,
26 Plaintiff seeks wages and penalties pursuant to Labor Code section 203. According to Labor
27 Code section 203, these penalties consist of up to 30 days of pay for Plaintiff at his regular rate
28 of pay, including overtime.

69. Plaintiff has been available and ready to receive wages owed to him.

70. Plaintiff has never refused to receive any payment, nor has Plaintiff been absent
from his regular place of residence.

1 71. Defendants' failure to pay wages due and owing to Plaintiff as indicated in prior
2 paragraphs was willful. Defendants have knowingly refused to pay any portion of the amount
3 due and owing Plaintiffs.

4 72. Pursuant to Labor Code sections 218.5, Plaintiff requests the Court to award him
5 reasonable attorney's fees and costs incurred in this action.

6 73. Plaintiff also request all unpaid wages, Labor Code section 203 penalties and
7 interest. The exact amount of actual wages and Labor Code section 203 penalties owed will
8 not be fully ascertained until discovery is completed. Until Defendants produce the necessary
9 documents for an accounting, Plaintiff is unable to determine the exact amount of wages and
10 Labor Code section 203 penalties owed.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs and the Putative Class demand judgment against Defendants,
13 and each of them, as follows:

14 1. For overtime, double-time, meal period, and rest period premium wages owed
15 under California law according to proof;

16 2. For prejudgment interest pursuant to Labor Code sections 218.6 and 1194 and
17 Civil Code sections 3288 and 3291 on all amounts claimed;

18 3. For attorney's fees and costs pursuant to Labor Code sections 218.5, 1194, and
19 2802(c);

20 4. For wages and penalties pursuant to Labor Code section 203.

21 5. For an equitable order/injunction, ordering Defendants to comply with California
22 law and to pay all Putative Class members all wages and interest they are owed;

23 6. For an appointment of a receiver to perform an accounting of all monies owed to
24 these employees;

25 7. For any and all injunctive relief this Court deems necessary pursuant to Business
26 and Professions Code section 17203;

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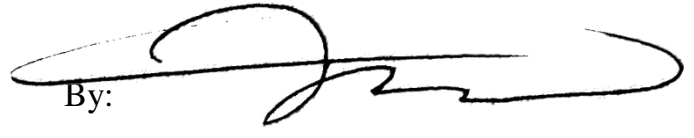
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- 8. For costs of suit; and
- 9. For any other and further relief that the Court considers just and proper.

DATED: February 23, 2018

STRAUSS & STRAUSS, APC

By: 

Michael A. Strauss
Aris E. Karakalos
Andrew C. Ellison
Attorneys for Plaintiff

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Edgar Orozco hereby demands a trial by jury.

3
4 DATED: February 23, 2018

STRAUSS & STRAUSS, APC

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6  By:

7 _____
8 Michael A. Strauss
9 Aris E. Karakalos
10 Andrew C. Ellison
11 Attorneys for Plaintiff

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