



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KELLY ARMSTRONG (SBN 213036)
JAMIE M. RYKER (SBN 267458)
THE ARMSTRONG LAW FIRM
A Professional Corporation
807 Montgomery Street
San Francisco, CA 94133
Telephone: (415) 928-1293
Facsimile: (415) 928-1294

INGRID M. EVANS (SBN 179094)
THE EVANS LAW FIRM
3053 Fillmore Street #236
San Francisco, California 94123
Telephone (888) 503-8267
Facsimile (888) 891-4906

Attorneys for Plaintiff
MADALYN GARCIA

FILED
ALAMEDA COUNTY

JAN 08 2013
CLERK OF THE SUPERIOR COURT
By: Adam
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MADALYN GARCIA, individually, and on)
behalf of aggrieved employees pursuant to the)
Private Attorneys General Act ("PAGA"),)

Plaintiff,

vs.

ELAN HOUSEHOLD LLC, a Delaware)
limited liability company;)
LAURA BAXTER-SIMONS, an individual;)
and)
DOES 1-50, inclusive,)

Defendants.

Case No. **RG13662530**

UNLIMITED JURISDICTION

**COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE
§§ 2698 ET SEQ.**

- (1) PREGNANCY DISCRIMINATION – FEHA;
- (2) VIOLATION OF PDLL;
- (3) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
- (4) FAILURE TO PAY OVERTIME WAGES;
- (5) FAILURE TO PROVIDE MEAL BREAKS;
- (6) FAILURE TO PROVIDE REST BREAKS;
- (7) FAILURE TO PAY TIMELY WAGES UPON DISCHARGE;
- (8) INADEQUATE WAGE

BY FAX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

) STATEMENTS;
) (9) UNFAIR BUSINESS
) PRACTICES; and
) (10) INTENTIONAL INFLICTION
) OF EMOTIONAL DISTRESS.
)
) **JURY TRIAL DEMANDED**
)

Plaintiff alleges as follows:

INTRODUCTION

1. This is an action for damages as to: (1) Sexual Harassment – FEHA; (2) Violation of Pregnancy Disability Leave Law; (3) Wrongful Termination in Violation of Public Policy; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Meal Breaks; (6) Failure to Provide Rest Breaks; (7) Failure to Pay Timely Wages Upon Discharge; (8) Inadequate Wage Statements; (9) Unfair Business Practices; and (10) Intentional Infliction of Emotional Distress.

2. This action arises out of events involving Plaintiff MADALYN GARCIA, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”); Defendant LAURA BAXTER-SIMONS, an individual; Defendant ELAN HOUSEHOLD LLC, a Delaware limited liability company, and DOES 1-50, inclusive.

THE PARTIES

3. Plaintiff MADALYN GARCIA (hereinafter “Plaintiff” or “GARCIA”) was employed by Defendant ELAN HOUSEHOLD LLC (hereinafter referred to as “Defendants” or “ELAN”) as a Cook and Housekeeper.

4. Defendant LAURA BAXTER-SIMONS (hereinafter “BAXTER-SIMONS”) is a managing member of ELAN and at all times herein relevant was Plaintiff’s supervisor and resident of Alameda County, California.

5. ELAN is a Delaware limited liability company, with its principal place of business located at San Francisco, California. At all times herein relevant, GARCIA worked primarily in Berkeley, California in the home of Nathaniel Simons and Laura Baxter-Simons.

///

1 6. Plaintiff is ignorant of the true names and capacities of the Defendants sued
2 herein as DOES 1 through 50, inclusive, and therefore sues them by such fictitious names.
3 Plaintiff is informed and believes and thereon alleges that said Defendants are in some manner
4 legally responsible for the activities and damages alleged herein. Plaintiff will amend this
5 Complaint to allege their true names and capacities when ascertained.

6 7. Plaintiff is informed and believes and thereon alleges that at all times herein
7 mentioned each of the Defendants was acting as the partner, agent, servant, and employee of
8 each of the remaining Defendants, and in doing the things alleged herein was acting within the
9 course and scope of such agency and with the knowledge of the remaining Defendants.

10 GENERAL ALLEGATIONS

11 8. Plaintiff incorporates by reference all the factual allegations set forth herein.

12 9. Defendant initially hired GARCIA as a part-time Cook and Housekeeper for
13 Nathaniel Simons and BAXTER-SIMONS (collectively "the Simons family"). GARCIA
14 worked three days per week or approximately 27 hours per week. Her original annual salary was
15 \$42,120, plus biannual performance-based bonuses.

16 10. On November 15, 2010, GARCIA became a full-time employee and her base
17 annual salary was increased to \$68,640, plus bonuses. GARCIA performed well and received
18 positive bi-annual performance reviews every January and July. She earned approximately
19 \$9,500.00 in 2011 and \$6,790.00 in 2012 in bonuses and overtime.

20 11. Additionally, in approximately November 2011, one of the three housekeepers in
21 the Simons family household stopped working for the Simons family and was not replaced.
22 Because the third housekeeper was not replaced, GARCIA and the second housekeeper
23 performed all of the housekeeping duties on their own without any increase in pay.

24 12. GARCIA frequently did not receive two 10-minute rest breaks or a 30-minute
25 meal break during her workday throughout the duration of her employment. Beginning in
26 approximately 2012, GARCIA was required to enter a 30-minute lunch period into the
27 timekeeping system regardless of whether she received the lunch period. While taking lunch,
28 GARCIA was frequently interrupted and instructed to perform job duties. For example, on at

1 least one occasion, while trying to eat lunch in her car after running errands, she was called and
2 instructed to return to the house and commence work. GARCIA was frequently denied her meal
3 and rest breaks on weekends when the household had fewer staff working.¹

4 13. In early April 2012, GARCIA approached BAXTER-SIMONS to inform her that
5 she was pregnant and to request a leave of absence. GARCIA requested twelve weeks of
6 maternity leave. GARCIA's request visibly upset BAXTER-SIMONS, who remarked that
7 twelve weeks was a long time and that she would be unwilling to hire a replacement during
8 GARCIA's absence. BAXTER-SIMONS told GARCIA that she needed to review their leave-of
9 absence policy before she could respond. The following week, BAXTER-SIMONS offered
10 GARCIA six weeks of maternity leave.

11 14. Approximately three months later, in late July 2012, GARCIA – then about eight
12 months pregnant – began to feel very tired, and on occasion, began having some contractions
13 when climbing and descending the stairs at the Simons family home. GARCIA notified
14 BAXTER-SIMONS of her condition as well as her difficulty climbing stairs and asked whether
15 they could temporarily modify GARCIA's work schedule to permit GARCIA to take her two
16 days away from work on non-consecutive days of the week, thereby providing her with more
17 interspaced rest periods. BAXTER-SIMONS became angry and heatedly told GARCIA it was
18 impossible, as she did not like any scheduling changes. At this point Mr. Simons intervened, and
19 asked his wife to calm down. He then apologized to GARCIA, and told her that they would
20 discuss her request. It was repeatedly stated to GARCIA that BAXTER-SIMONS had
21 significant difficulty dealing with change.

22 15. Soon afterwards, on July 23, 2012, Mr. Simons informed GARCIA that they
23 would accommodate her request by temporarily modifying GARCIA's schedule so that she
24 could take Tuesdays and Fridays off. During this discussion, BAXTER-SIMONS approached

25 ///

26
27 ¹ Additionally, in approximately January 2012 Defendants knowingly had plaintiff and others release their rights to
28 prior wage and hour violations without fully compensating plaintiff for all applicable unpaid wages and penalties
thereby causing her to incur substantial losses. However, despite the foregoing, wage and hour violations continued
for the duration of GARCIA'S employment.

1 Mr. Simons and GARCIA and stated that she was not happy with the decision and would
2 accommodate the schedule change only in the weeks preceding GARCIA's maternity leave.

3 16. Over the next few weeks GARCIA's relationship with the Simons family
4 deteriorated. BAXTER-SIMONS's personal assistant began to email and call GARCIA
5 concerning small time-keeping discrepancies that had always been handled internally by ELAN,
6 such as intermittently and inadvertently forgetting to either clock in after her lunch break or
7 clock out at the end of the day.

8 17. In addition, GARCIA noticed a marked change in how she interacted with
9 BAXTER-SIMONS. On one occasion, BAXTER-SIMONS, armed with the knowledge of
10 GARCIA's difficulty climbing stairs, instructed GARCIA to carry crates containing a dozen
11 bottles of wine to and from the Simons family wine cellar by herself. GARCIA had occasionally
12 performed such lifting in the past, but had never been required to do so without the help of
13 another housekeeper. GARCIA responded that she was physically incapable of performing such
14 heavy lifting because of her pregnancy.

15 18. On August 6, 2012, Patricia Shepard, an ELAN representative, approached
16 GARCIA while she was working and told her that she would be terminated, effective
17 immediately.² GARCIA was shocked and asked whether she was being terminated because of
18 her performance, the schedule modification, or her pregnancy. Ms. Shepard responded that
19 although the Simons family was grateful for GARCIA's work and dedication, they had decided
20 to move forward in another direction, explaining that the couple had decided to replace GARCIA
21 with a housekeeper who was a more "seasoned manager." GARCIA went to the hospital the
22 evening of August 6, 2011 due to contractions she was experiencing as a result of the stress from
23 her unexpected termination.

24 19. GARCIA is suffering significant emotional distress as a result of the foregoing.
25 She is deeply concerned about how she will provide for her baby because she is now without a
26 stable income and is the primary breadwinner for her family.

27 ///

28 _____
² GARCIA's termination date was later delayed until August 15, 2012.

WAGE-AND-HOUR VIOLATION ALLEGATIONS

20. Plaintiff incorporates by reference all the factual allegations set forth herein.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff was working over forty (40) hours per week or over eight (8) hours per day and was entitled to receive certain wages for overtime compensation and that she was not receiving wages for overtime compensation.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus she is entitled to any and all applicable penalties.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff was entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's regular rate of pay when a meal period was missed.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff was entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's regular rate of pay when a rest period was missed.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff that she was properly denied wages, all in order to increase Defendants' profits.

26. At all material times set forth herein, Defendants frequently failed to pay overtime wages to Plaintiff.

27. At all material times set forth herein, Defendants frequently failed to provide uninterrupted meal and rest periods to Plaintiff.

28. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff.

///

1 provisions of the California Labor Code alleged to have been violated,
2 including the facts and theories to support the alleged violations.

3 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer
4 and the aggrieved employee by certified mail that it does not intend to
5 investigate the alleged violation within thirty (30) calendar days of the
6 postmark date of the Employee's Notice. Upon receipt of the LWDA Notice,
7 or if the LWDA Notice is not provided within thirty-three (33) calendar days of
8 the postmark date of the Employee's Notice, the aggrieved employee may
9 commence a civil action pursuant to California Labor Code section 2699 to
10 recover civil penalties in addition to any other penalties to which the employee
11 may be entitled.

12 37. On September 5, 2012, Plaintiff GARCIA provided written notice by certified
13 mail to the LWDA and to Defendant ELAN of the specific provisions of the California Labor
14 Code alleged to have been violated, including the facts and theories to support the alleged
15 violations.

16 38. Having not received a letter from the LWDA within 33 days of the September 5,
17 2012 postmark date of Plaintiff's written notice to the LWDA and ELAN, informing GARCIA
18 of an intention to investigate the herein described alleged violations, the administrative
19 prerequisites under Labor Code section 2699.3(a) to recover civil penalties against Defendant
20 ELAN, in addition to other remedies, for violations of Labor Code sections 510, 512(a), 1198,
21 and 226.7 have been satisfied.

22 **FIRST CAUSE OF ACTION**

23 **PREGNANCY DISCRIMINATION**

24 **VIOLATION OF CAL. GOV. CODE §§ 12940 et seq.**

25 **AGAINST DEFENDANTS ELAN AND DOES 1-50**

26 39. Plaintiff incorporates by reference all the factual allegations set forth herein.

27 40. The California Fair Employment and Housing Act prohibits an employer from
28 discriminating against a female employee because of her sex.

1 48. Plaintiff's physician placed her on disability leave due to her pregnancy and
2 childbirth. Plaintiff was targeted for termination because she exercised her legal right to take
3 PDL leave.

4 49. Defendants' acts were malicious, oppressive or fraudulent with intent to vex,
5 injure, annoy, humiliate and embarrass Plaintiff, and in conscious disregard of the rights or
6 safety of Plaintiff and other employees of Defendants, and in furtherance of Defendants'
7 ratification of the wrongful conduct of the employees and managers of Defendants.
8 Accordingly, Plaintiff is entitled to recover punitive damages from Defendants.

9 50. By reason of the conduct of Defendants and each of them as alleged herein,
10 Plaintiff has necessarily retained attorneys to prosecute the within action. Plaintiff is therefore
11 entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and
12 costs, incurred in bringing the within action.

13 51. As a result of Defendants and each of their actions, Plaintiff sustained economic
14 damages to be proven at trial. As a further result of Defendants' and each of their actions,
15 Plaintiff suffered emotional distress; resulting in damages to be proven at trial.

16 52. The above discriminating conduct violates Government Code §§ 12940 *et seq.*
17 and California public policy and entitles Plaintiff to all categories of damages, including
18 exemplary or punitive damages.

19 **THIRD CAUSE OF ACTION**

20 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

21 **AGAINST DEFENDANTS ELAN AND DOES 1-50**

22 53. Plaintiff incorporates by reference all the factual allegations set forth herein.

23 54. Plaintiff was terminated, despite the fact that she was adequately performing her
24 job.

25 55. An employer-employee relationship existed between Plaintiff and Defendants.

26 56. Defendants took adverse employment action against Plaintiff by terminating her.

27 57. The adverse employment action was a violation of public policy.

28 58. The adverse employment action was a legal cause of Plaintiff's damages.

1 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
2 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

3 66. During the relevant time period, Plaintiff worked in excess of eight (8) hours in a
4 day and/or in excess of forty (40) hours in a week.

5 67. During the relevant time period, Defendants intentionally and willfully failed to
6 pay overtime wages owed to Plaintiff.

7 68. Defendants' failure to pay Plaintiff the unpaid balance of overtime compensation,
8 as required by California laws, violates the provisions of California Labor Code sections 510 and
9 1198, and is therefore unlawful.

10 69. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover
11 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL BREAKS**

14 **VIOLATION OF CAL. LAB. CODE §§ 226.7 and 512(a)**

15 **AGAINST DEFENDANTS ELAN AND DOES 1-50**

16 70. Plaintiff incorporates by reference all the factual allegations set forth herein.

17 71. At all relevant times, the IWC Order and California Labor Code sections 226.7
18 and 512(a) were applicable to Plaintiff's employment by Defendants.

19 72. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any meal or rest period mandated by an
21 applicable order of the California IWC.

22 73. At all relevant times, the applicable IWC Wage Order and California Labor Code
23 section 512(a) provide that an employer may not require, cause or permit an employee to work
24 for a work period of more than five (5) hours per day without providing the employee with a
25 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
26 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
27 both the employer and employee.

28 ///

1 hours or major fraction thereof" unless the total daily work time is less than three and one-half (3
2 ½) hours.

3 83. During the relevant time period, Defendants required Plaintiff to work four (4) or
4 more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
5 period worked.

6 84. During the relevant time period, Defendants willfully required Plaintiff to work
7 during rest periods and failed to pay Plaintiff the full rest period premium for work performed
8 during rest periods.

9 85. During the relevant time period, Defendants failed to pay Plaintiff the full rest
10 period premium due pursuant to California Labor Code section 226.7

11 86. Defendants' conduct violates applicable IWC Wage Orders and California Labor
12 Code section 226.7.

13 87. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiff is entitled to recover from Defendants one additional hour of pay at the
15 employees' regular hourly rate of compensation for each work day that the rest period was not
16 provided.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY WAGES UPON DISCHARGE**

19 **VIOLATION OF CAL. LAB. CODE §§ 201 AND 202**

20 **AGAINST DEFENDANTS ELAN AND DOES 1-50**

21 88. Plaintiff incorporates by reference all the factual allegations set forth herein.

22 89. At all relevant times herein set forth, California Labor Code sections 201 and 202
23 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
24 discharge are due and payable immediately, and if an employee quits his or her employment, his
25 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
26 unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in
27 which case the employee is entitled to his or her wages at the time of quitting.

28 ///

1 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
2 year, and a copy of the statement or a record of the deductions shall be kept on file by the
3 employer for at least three years at the place of employment or at a central location within the
4 State of California.

5 96. Defendants have intentionally and willfully failed to provide Plaintiff with
6 complete and accurate wage statements. The deficiencies include, but are not limited to, the
7 failure to include the total number of hours worked by Plaintiff.

8 97. As a result of Defendants' violation of California Labor Code section 226(a),
9 Plaintiff has suffered injury and damage to her statutorily-protected rights.

10 98. More specifically, Plaintiff has been injured by Defendants' intentional and
11 willful violation of California Labor Code section 226(a) because she was denied both her legal
12 right to receive, and her protected interest in receiving, accurate and itemized wage statements
13 pursuant to California Labor Code section 226(a).

14 99. Plaintiff is entitled to recover from Defendants the greater of her actual damages
15 caused by Defendants' failure to comply with California Labor Code section 226(a), or an
16 aggregate penalty not exceeding four thousand dollars.

17 100. Plaintiff is also entitled to injunctive relief to ensure compliance with this section,
18 pursuant to California Labor Code section 226(g).

19 **NINTH CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES**

21 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200**

22 **AGAINST DEFENDANTS ELAN AND DOES 1-50**

23 101. Plaintiff incorporates by reference all the factual allegations set forth herein.

24 102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful and harmful to Plaintiff, to the general public, and Defendants' competitors.

26 103. Accordingly, Plaintiff seeks to enforce important rights affecting the public
27 interest within the meaning of Code of Civil Procedure section 1021.5.

28 ///

1 104. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code section 17200, *et seq.*

4 105. A violation of California Business & Professions Code section 17200, *et seq.* may
5 be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 policies and practices of requiring Plaintiff to work overtime without proper compensation,
7 failing to provide Plaintiff with meal and rest breaks, and failing to pay Plaintiff meal and rest
8 period premiums violate California Labor Code sections 226.7, 510, 512(a), and 1198.

9 106. Plaintiff has been personally injured by Defendants' unlawful business acts and
10 practices as alleged herein, including but not necessarily limited to the loss of money and/or
11 property.

12 107. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
13 Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a
14 period that commences four years prior to the filing of this complaint; a permanent injunction
15 requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees
16 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an
17 award of costs.

18 **TENTH CAUSE OF ACTION**

19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 **AGAINST ALL DEFENDANTS**

21 108. Plaintiff incorporates by reference all the factual allegations set forth herein.

22 109. Plaintiff is informed and believes and thereon alleges that Defendants, by and
23 through their principals, agents and employees, conducted themselves unlawfully in violation of
24 public policy and applicable law as described above with conscious disregard of the result or
25 outcome of such act. Subjecting Plaintiff to the conduct described above throughout her
26 employment was extreme and outrageous conduct by the Defendants, and each of them.

27 ///

28 ///

- 1 6. For pre-judgment interest on any unpaid minimum wages and overtime
- 2 compensation commencing from the date such amounts were due;
- 3 7. For all actual, consequential, and incidental losses and damages, according to
- 4 proof;
- 5 8. That the Court make an award to Plaintiff of one (1) hour of pay at each
- 6 employee's regular rate of compensation for each workday that a meal period was
- 7 not provided;
- 8 9. That the Court make an award to Plaintiff of one (1) hour of pay at each
- 9 employee's regular rate of compensation for each workday that a rest period was
- 10 not provided;
- 11 10. For premium wages pursuant to California Labor Code section 226.7(b);
- 12 11. For liquidated damages pursuant to California Labor Code section 1194.2;
- 13 12. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 14 California Labor Code section 1194(a);
- 15 13. For statutory penalties pursuant to the California Labor Code for violations of
- 16 California Labor Code sections 226(a), 226.7, 510, 512(a), and 1198 according to
- 17 proof;
- 18 14. For civil penalties plus costs and attorney's fees pursuant to the California Labor
- 19 Code for violations of California Labor Code sections 226(a), 226.7, 510, 512(a),
- 20 and 1198 according to proof;
- 21 15. For injunctive relief to ensure compliance with California Labor Code section
- 22 226(a), pursuant to California Labor Code section 226(g);
- 23 16. That the Court declare, adjudge and decree that Defendants violated California
- 24 Business and Professions Code section 17200 et seq. by failing to provide
- 25 Plaintiff all overtime compensation due to her, failing to provide all meal and rest
- 26 periods to Plaintiff, failing to pay for all missed meal and rest periods to Plaintiff,
- 27 failing to pay overtime wages due to Plaintiff, failing to pay Plaintiff's wages

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

timely as required by the California Labor Code, and failing to provide Plaintiff with complete and accurate wage statements.

- 17. For reasonable attorneys' fees and costs of suit incurred herein that Plaintiff is entitled to recover under California Code of Civil Procedure section 1021.5.
- 18. For attorneys' fees as provided by law;
- 19. For interest as provided by law;
- 20. For cost of suit incurred herein; and
- 21. For such other and further relief as the Court may deem equitable and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury.

Dated: January 8, 2013

THE ARMSTRONG LAW FIRM



KELLY ARMSTRONG
Attorneys for Plaintiff
MADALYN GARCIA