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7
8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10

11 GEORGE ENGASSER, an individual,

12 Plaintiff,

13 v.
14

15 TETRA TECH, INC., a Delaware
16 corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.
19

Case No.

CLASS ACTION

**COMPLAINT; DEMAND FOR
JURY TRIAL**

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

22 COME NOW, PLAINTIFF George Engasser (“Plaintiff”), and submits the
23 following Complaint against TETRA TECH, INC., a Delaware corporation and DOES 1
24 through 100, inclusive (collectively “Defendants”), and each of them as follows.

25 **INTRODUCTION AND FACTUAL ALLEGATIONS**

26 1. This is a class and collective action brought by Plaintiff on behalf of himself
27 and all other similarly situated Indian Monitors employed by Defendants on the Camp
28

1 Fire cleanup project, who were and have been denied proper compensation as required
2 by state and federal wage-and-hour laws.

3 2. The Class is comprised of each and every person who has worked for the
4 Mechoopda Indian Tribe of Chico Rancheria as an Indian Monitor pursuant to the
5 contract between the California Department of Resources Recycling and Recovery and
6 Tetra Tech, Inc. for the project entitled “Debris Management for the Camp Fire in Butte
7 County” at any time between January 1, 2019 and the trial of this action. The FLSA
8 Collective has the same definition as the Class, and the two terms are used
9 interchangeably herein.

10 3. Defendant Tetra Tech, Inc. is the prime contractor for the “Debris
11 Management for the Camp Fire in Butte County” contract (the “Contract”). On
12 information and belief, Defendant Tetra Tech, Inc. subcontracted with the Mechoopda
13 Indian Tribe of Chico Rancheria (among other Indian tribes) to provide Indian Monitors
14 to assess and protect any Native American artifacts that may be uncovered during the fire
15 cleanup.

16 4. Pursuant to the terms of the Contract, Defendant Tetra Tech, Inc. was
17 obligated to insert in its subcontract with the Mechoopda Indian Tribe of Chico Rancheria
18 (the “Mechoopda Tribe”) a clause obligating the tribe to pay overtime at the rate of one
19 and one-half times a laborer’s pay for all hours worked in excess of forty hours in a
20 workweek. Plaintiff and the Class were laborers within the requirements of the Contract.
21 The Contract further provides that Defendant Tetra Tech, Inc. is responsible for
22 compliance by its subcontractors with these overtime requirements and jointly liable with
23 the subcontractors for their failure to pay overtime wages.

24 5. In violation of the Contract, California, and Federal law, the Mechoopda
25 Tribe paid Plaintiff and the Class at their straight-time rate for all overtime hours they
26 worked.

27 6. Defendant Tetra Tech, Inc., in addition to having contractual liability for
28 acts or omissions by the Mechoopda Tribe, was also a joint employer of Plaintiff and the

1 Class. Defendant Tetra Tech, Inc. exercised control over the hours and working
2 conditions of Plaintiff and the Class and otherwise suffered or permitted such individuals
3 to work.

4 7. Defendant Tetra Tech, Inc., in its capacity as employer, instructed Plaintiff
5 and the Class to forego their 30-minute meal periods in order to prepare paperwork and
6 perform other duties while eating their meals. Thus, in contravention of California law,
7 Defendant Tetra Tech, Inc. did not provide lawful, off-duty meal periods to Plaintiff and
8 the Class.

9 8. Plaintiff seeks relief on behalf of himself and the Class for unpaid overtime
10 wages under California and Federal law and for unpaid meal period premiums under
11 California law.

12 VENUE AND JURISDICTION

13 9. Jurisdiction over Plaintiffs' federal claims is based upon (a) Section 16(b)
14 of the Fair Labor Standards Act, 29 U.S.C. § 216(b), which authorizes employees to bring
15 civil actions in courts of appropriate jurisdiction to recover damages for an employer's
16 failure to pay overtime wages as required by the FLSA; and (b) 29 U.S.C. §§ 1331 and
17 1337.

18 10. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b). At all times
19 material herein, Defendant Tetra Tech, Inc. has been actively conducting business in the
20 State of California and within the geographic area encompassing the Central District of
21 the State of California, as it has its principal place of business in Pasadena, California.

22 11. Jurisdiction over Plaintiffs' state law class action claims under the California
23 Labor Code are based upon this Court's supplemental jurisdiction under 28 U.S.C. §
24 1367(a), because the state law claims are so related to Plaintiffs' federal claims that they
25 form a part of the same case or controversy between Plaintiff and Defendants.

26 THE PARTIES

27 12. At all times herein mentioned, Plaintiff George Engasser was an employee
28 of Defendants, working in the state of California as an Indian Monitor for the Mechoopda

1 Tribe from January 2019 through June 2019.

2 13. At all times herein mentioned Plaintiff Engasser was an individual residing
3 in the County of Butte, State of California.

4 14. At all times herein mentioned, Defendant Tetra Tech, Inc., is a Delaware
5 corporation that does business in the Central District of California.

6 15. At all times material to this action, Defendants Tetra Tech, Inc. and Does 1
7 through 100 have been enterprises engaged in commerce or in the production of goods
8 for commerce as defined by section 203(s)(1) of the FLSA, and have had a gross volume
9 of sales exceeding \$500,000.

10 16. At all times material to this action, Defendants Tetra Tech, Inc. and Does 1
11 through 100 have been an “employer” of the named Plaintiff, as defined by section 203(d)
12 of the FLSA.

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

19 18. Each of the Defendants acted as the agent or employee of the others and each
20 acted within the scope of that agency or employment.

21 **CALIFORNIA STATE LAW CLASS ACTION ALLEGATIONS**

22 19. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal
23 Rules of Civil Procedure on behalf of the following defined class: Each and every person
24 who has worked for the Mechoopda Indian Tribe of Chico Rancheria as an Indian
25 Monitor pursuant to the contract between the California Department of Resources
26 Recycling and Recovery and Tetra Tech, Inc. for the project entitled “Debris
27 Management for the Camp Fire in Butte County” at any time between January 1, 2019
28 and the trial of this action.

1 20. Numerosity: The Class represents over 25 persons and is so numerous that
2 the joinder of each member of the Class is impracticable.

3 21. Typicality: Plaintiff's claims are typical of the members of the Class.
4 Plaintiff worked for the Mechoopda Indian Tribe of Chico Rancheria as an Indian
5 Monitor pursuant to the contract between the California Department of Resources
6 Recycling and Recovery and Tetra Tech, Inc. for the project entitled "Debris
7 Management for the Camp Fire in Butte County" from approximately January 2019
8 through June 2019. Plaintiff had the same duties and responsibilities as other Class
9 members. Plaintiff and the Class were subject to Defendants' policy and practice of
10 failing to pay appropriate overtime compensation (because Defendants caused Plaintiff
11 and the Class to be paid at their straight-time rate for all overtime hours worked), failing
12 to pay waiting time penalties, failing to provide accurate itemized wage statements, and
13 failing to provide lawful, duty-free meal periods.

14 22. Superiority: A class action is superior to other available methods for the fair
15 and efficient adjudication of the controversy, particularly in the context of wage-and-hour
16 litigation where individual plaintiffs lack the financial resources to vigorously prosecute
17 separate lawsuits in federal court against large corporate defendants such as Tetra Tech.
18 The members of the Class that Plaintiff represents have no plain, speedy or adequate
19 remedy at law against Defendants, other than by maintenance of this class action, because
20 Plaintiff is informed and believes, and on such information and belief alleges, that the
21 damage to each member of the Class is relatively small and that it would be economically
22 infeasible to seek recovery against Defendants other than by a class action.

23 23. Adequacy: Plaintiff will fairly and adequately represent the interests of the
24 Class, because Plaintiff is a member of the Class, and Plaintiff's claims are typical of
25 those in the Class.

26 24. Commonality: Common questions of law and fact exist as to all members of
27 the Class and predominate over any questions solely affecting individual members of the
28 Class. The common questions of law and fact that predominate include:

- 1 a. Whether the Class members worked overtime hours;
- 2 b. Whether Defendants paid overtime at the Class members' straight-
- 3 time rate;
- 4 c. Whether Defendants unlawfully failed to pay appropriate overtime
- 5 compensation to the Plaintiffs and the members of the California Class in violation of the
- 6 California Labor Code §§ 510 and 1194, the applicable California Industrial Wage Order
- 7 (e.g., 8 Cal. Code Regs. § 11040), and the FLSA;
- 8 d. Whether Plaintiff and the members of the Class who are no longer
- 9 employed by Defendants are entitled to waiting-time penalties pursuant to California
- 10 Labor Code § 203;
- 11 e. Whether Defendants provided off-duty meal periods to Plaintiff and
- 12 the Class;
- 13 f. Whether Defendants provided adequate itemized wage statements to
- 14 the Plaintiffs and the members of the California Class pursuant to California Labor Code
- 15 § 226;
- 16 g. The proper measure of damages sustained by the Plaintiffs and the
- 17 California Class; and
- 18 h. Whether Defendants' actions were "willful" and/or "knowing and
- 19 intentional."

20 25. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1)

21 because prosecution of actions by or against individual members of the Class would result

22 in inconsistent or varying adjudications and create the risk of incompatible standards of

23 conduct for Defendants. Further, adjudication of each individual member's claim as a

24 separate action would be dispositive of the interest of other individuals not party to this

25 action, impeding their ability to protect their interests.

26 26. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because

27 questions of law and fact common to the Class predominate over any questions only

28 affecting individual members of the Class, and because a class action is superior to other

1 available methods for the fair and efficient adjudication of this litigation. Defendants’
2 common and uniform policies and practices denied the members of the Class the overtime
3 (and doubletime) and meal period premium pay to which they are entitled. The damages
4 suffered by the individual Class members are small compared to the expense and burden
5 of individual prosecution of this litigation. In addition, class certification is superior
6 because it will obviate the need for unduly duplicative litigation that might result in
7 inconsistent judgments about Defendants’ practices.

8 27. Plaintiffs intend to send notice to all members of the Class to the extent
9 required by Rule 23. The names and addresses of the members of the Class are available
10 from Defendants.

11 **COLLECTIVE ACTION ALLEGATIONS**

12 28. Plaintiff brings this action on behalf of himself and other similarly situated
13 employees as authorized under the FLSA, 29 U.S.C. § 216(b). The employees similarly
14 situated (herein, the “FLSA Collective”) are as follows: “Each and every person who has
15 worked for the Mechoopda Indian Tribe of Chico Rancheria as an Indian Monitor
16 pursuant to the contract between the California Department of Resources Recycling and
17 Recovery and Tetra Tech, Inc. for the project entitled “Debris Management for the Camp
18 Fire in Butte County” at any time between January 1, 2019 and the trial of this action.”

19 29. Upon information and belief, Defendants knew that Plaintiff and the FLSA
20 Collective performed work that required overtime pay. Defendants operated under a
21 scheme to deprive these employees of overtime compensation by failing to properly
22 compensate them for all hours worked. Specifically, Defendants compensated Plaintiff
23 Engasser and the FLSA Collective for overtime hours worked at their regular rate of pay,
24 rather than 1.5 times their regular rate of pay.

25 30. Defendants are liable under the FLSA for failing to properly compensate
26 Plaintiff and the FLSA Collective, and as such, notice should be sent to the Collective.
27 There are numerous similarly situated current and former workers who have been denied
28 overtime pay by Defendants in violation of the FLSA who would benefit from the

1 issuance of Court-supervised notice of this lawsuit and the opportunity to join. Those
2 similarly situated workers are known to Defendants and should be readily identifiable
3 through Defendants' records.

4 **FIRST CAUSE OF ACTION**

5 ***California Overtime Violations***

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

7 **And The Class Against All Defendants)**

8 31. 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 if
10 fully set forth herein.

11 32. California law requires payment of overtime premium pay for all hours
12 worked by non-exempt employees in excess of eight in one day or 40 hours in one week
13 and for the first eight hours on the seventh-straight day of work in one workweek. Cal.
14 Lab. Code § 510. It further requires payment of doubletime premium pay for all hours
15 worked by non-exempt employees in excess of twelve hours in one day or in excess of
16 eight hours on the seventh-straight day of work in a single workweek. *Id.*

17 33. Plaintiff and the Class regularly worked hours for which they were not paid
18 overtime or doubletime premium wages, including for hours they worked in excess of
19 eight in a day, 40 in a week, and on the seventh straight day of work in a workweek. By
20 way of example, Plaintiff regularly worked in excess of 40 hours in a single workweek,
21 but Defendants paid Plaintiff at his regular hourly rate, rather than 1.5 times that rate, for
22 all overtime hours he worked. Defendants compensated the remainder of the Class in
23 this manner as well.

24 34. Plaintiff and the Class seek such overtime and doubletime premium wages
25 owed to them for the period of January 1, 2019 through the present.

26 35. The exact amount of overtime and doubletime premium wages owed will
27 not be fully ascertained until discovery is completed. Until Defendants produce the
28 necessary documents for an accounting, Plaintiff is unable to determine the exact amount

1 of overtime and doubletime premium wages owed.

2 36. Labor Code section 218.6 states, “[I]n any action brought for the
3 nonpayment of wages, the court shall award interest on all due and unpaid wages at the
4 rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall
5 accrue from the date that the wages were due and payable as provided in Part 1
6 (commencing with Section 200) of Division 2.” Interest is also available under Labor
7 Code section 1194. Plaintiff seeks such interest on all overtime and doubletime premium
8 wages owed to himself and the Class.

9 37. Pursuant to Labor Code section 1194, Plaintiff requests the Court to award
10 his reasonable attorney’s fees and costs incurred in this action.

11 **SECOND CAUSE OF ACTION**

12 ***Pay Stub Violations***

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

14 **And The Class Against All Defendants)**

15 38. Plaintiff incorporates by reference and re-alleges each and every one of the
16 allegations contained in the preceding and foregoing paragraphs of this Complaint as if
17 fully set forth herein.

18 39. California Labor Code section 226(a) provides in pertinent part that the
19 employer shall provide their employees with written paycheck stubs showing: “(1) gross
20 wages earned, ... (5) net wages earned, ..., and (9) all applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate
22 by the employee....”

23 40. Labor Code section 226(e) provides penalties for violations of § 226(a) that
24 include: “fifty dollars (\$50) for the initial pay period in which a violation occurs and one
25 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
26 exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
27 award of costs and reasonable attorney’s fees.”

28 41. In this case, Defendants have failed to provide such wage deduction

1 statements to Plaintiff and the Class in that their wage deduction statements do not
2 include, without limitation, the requisite meal period premium wages earned each pay
3 period, the actual gross and net wages earned (because Plaintiff and the Class were paid
4 at incorrect overtime rates), and the correct hourly rates in effect (because, again, the
5 employees were paid overtime at the incorrect rate). Pursuant to Labor Code section
6 226(e), damages are appropriate.

7 42. At this time, Plaintiff believes and alleges that he and the Putative Class are
8 owed the maximum allowable penalty under section 226(e) because Defendants
9 intentionally failed to provide adequate paycheck stubs. However, the exact amount of
10 damages under Labor Code section 226(e) will not be fully ascertained until discovery is
11 completed. Until Defendants produce the necessary documents for an accounting,
12 Plaintiff is unable to determine the exact amount of damages under Labor Code section
13 226(e).

14 43. Pursuant to Labor Code section 226(e), Plaintiff requests the Court to award
15 Plaintiff's reasonable attorney's fees and costs incurred in this action.

16 **THIRD CAUSE OF ACTION**

17 ***Meal Period Violations***

18 **(Action Brought By Plaintiff On Behalf Of Himself**
19 **And The Class Against All Defendants)**

20 44. Plaintiff incorporates by reference and re-alleges each and every one of the
21 allegations contained in the preceding and foregoing paragraphs of this Complaint as if
22 fully set forth herein.

23 45. California law provides that no employer shall employ any person for a work
24 period of more than five hours without a meal period of not less than 30 minutes. Cal.
25 Lab. Code §§ 226.7, 512. California law requires that a first meal period must begin no
26 later than the start of an employee's sixth hour of work. *Brinker Rest. Corp. v. Superior*
27 *Court*, 53 Cal. 4th 1004, 1041-1042 (2012); Cal. Lab. Code § 512(A). A second meal
28 period must be given after no more than 10 hours of work. *Brinker* at 1043; 8 Cal. Code

1 Regs. § 11160(10)(A)-(B); Cal. Lab. Code § 512(A). During a meal period, the employer
2 must relieve the employee of all duty. *Brinker* at 1034.

3 46. If an employer fails to provide a meal period in accordance with these rules,
4 the employer must pay an aggrieved employee one additional hour of pay at the
5 employee’s regular rate of compensation for each workday that the meal period is not
6 provided. Cal. Lab. Code § 226.7.

7 47. Here, Defendants did not provide meal periods as required by California law
8 and, therefore, are liable to Plaintiff and the Class for meal period premiums under
9 California Labor Code section 226.7. Defendants’ meal period violations include, but
10 are not limited to, the failure to relieve Plaintiff and the Class of all duty and the failure
11 to pay meal period premium wages when earned.

12 48. Plaintiff seeks meal period premium wages owed to him and the Class for
13 the period of January 1, 2019 through the present.

14 49. The exact amount of meal period premium wages owed will not be fully
15 ascertained until discovery is completed. Until Defendants produce the necessary
16 documents for an accounting, Plaintiff is unable to determine the exact amount of meal
17 period premium wages owed.

18 50. California Labor Code section 218.6 states, “[I]n any action brought for the
19 nonpayment of wages, the court shall award interest on all due and unpaid wages at the
20 rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall
21 accrue from the date that the wages were due and payable as provided in Part 1
22 (commencing with Section 200) of Division 2.” Plaintiff and the Class seek such interest
23 on all meal period premium wages owed to them.

24 **FOURTH CAUSE OF ACTION**

25 ***Failure To Timely Pay Wages At Termination***

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

27 **And The Class Against All Defendants)**

28 51. Plaintiff incorporates by reference and re-alleges each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if
2 fully set forth herein.

3 52. Labor Code section 201 provides, in relevant part, “If an employer
4 discharges an employee, the wages earned and unpaid at the time of discharge are due
5 and payable immediately.” Lab. Code § 201(a). Labor Code section 202 provides, in
6 relevant part, “If an employee not having a written contract for a definite period quits his
7 or her employment, his or her wages shall become due and payable not later than 72 hours
8 thereafter, unless the employee has given 72 hours previous notice of his or her intention
9 to quit, in which case the employee is entitled to his or her wages at the time of quitting.”
10 Lab. Code § 202(a). Defendants did not pay immediately all wages earned and unpaid to
11 Plaintiff and the Class upon their discharge or resignation. Defendants have refused and
12 continue to refuse to pay said wages.

13 53. Pursuant to Labor Code section 203, Defendants have willfully failed to pay
14 without abatement or reduction, in accordance with Labor Code sections 201 and 202 all
15 of the overtime, doubletime, and meal period premium wages of the Plaintiff and the
16 Class, as herein alleged. Defendants are aware that they owe the wages claimed by
17 Plaintiff and the Class, yet Defendants willfully failed to make payment. As a result,
18 Plaintiff seeks wages and waiting-time penalties pursuant to Labor Code section 203 on
19 behalf of himself and the Class. These penalties consist of up to 30 days of pay for
20 Plaintiff and the Class at their regular rates of pay.

21 54. Plaintiff and the Class have been available and ready to receive wages owed
22 to them. Plaintiff and the Class have never refused to receive any payment, nor have they
23 been absent from their regular places of residence.

24 55. Defendants’ failure to pay wages due and owing Plaintiff and the Class, as
25 indicated in prior paragraphs, was willful; Defendants have knowingly refused to pay any
26 portion of the amount due and owing Plaintiff and the Class.

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1 Defendants paid Plaintiff and the FLSA Collective for overtime hours at their straight-
2 time rate.

3 61. Defendants' violations of the FLSA as alleged herein have been done in a
4 willful and bad faith manner such that the FLSA Collective are entitled to damages equal
5 to the amount of overtime premium pay within the three years preceding the filing of this
6 complaint. As a result of the aforesaid willful violations of the FLSA, overtime
7 compensation has been unlawfully withheld by Defendants from Plaintiff and similarly
8 situated persons for which Defendants is liable under 29 U.S.C. § 216(b), together with
9 an additional equal amount as liquidated damages, as well as interest, reasonable
10 attorney's fees and costs.

11 62. Plaintiff, on behalf of himself and the FLSA Collective, seeks damages in
12 the amount of all unpaid overtime compensation owed to him and the FLSA Collective,
13 liquidated damages as provided by the FLSA, 29 U.S.C. § 216(b), interest, and such other
14 legal and equitable relief as the Court deems just and proper.

15 63. The employment and work records for the Plaintiff and the FLSA Collective,
16 such that they do exist, are in the exclusive possession, custody, and control of
17 Defendants, and Plaintiff is unable to state at this time the exact amount owing to him
18 and the FLSA Collective. Defendants are under a duty imposed by 29 U.S.C. § 211(c)
19 and the regulations of the U.S. Department of Labor to maintain and preserve Plaintiff's
20 payroll and other employment records from which the amounts of the Defendants'
21 liability can be ascertained.

22 64. Plaintiff, on behalf of himself and the FLSA Collective, seeks recovery of
23 attorney's fees and costs to be paid by Defendants, as provided by the FLSA, 29 U.S.C.
24 § 216(b).

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, on behalf of himself and all members of the Class, prays
27 for relief as follows:

- 28 1. For overtime and doubletime premium wages owed under California law

- 1 according to proof;
- 2 2. For meal period premiums according to proof;
- 3 3. For prejudgment interest pursuant to Labor Code sections 218.6 and 1194
- 4 and Civil Code sections 3288 and 3291 on all amounts claimed;
- 5 4. For attorney's fees and costs pursuant to Labor Code sections 218.5, 226,
- 6 and 1194;
- 7 5. For waiting-time penalties under Labor Code section 203;
- 8 6. For statutory penalties under Labor Code section 226;
- 9 7. For designation of this action as a collective action on behalf of Plaintiff and
- 10 the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all
- 11 those similarly situated apprising them of the pendency of this action, and permitting
- 12 them to assert timely FLSA claims in this action by filing individual consent forms
- 13 pursuant to 29 U.S.C. § 216(b);
- 14 8. For judgment against Defendants for violation of the overtime provisions of
- 15 the FLSA;
- 16 9. For judgment that Defendants' violations as described above were willful;
- 17 10. For an award in an amount equal to Plaintiff's and the FLSA Collective's
- 18 unpaid back wages at the applicable overtime rate;
- 19 11. For an award to Plaintiff and those similarly situated for the amount of
- 20 unpaid wages owed, liquidated damages and penalties where provided by law, and
- 21 interest thereon, subject to proof at trial;
- 22 12. For an award of reasonable attorney's fees and costs pursuant to 29 U.S.C.
- 23 § 216 and/or any other applicable laws;
- 24 13. For an award of prejudgment interest to the extent liquidated damages are
- 25 not awarded;
- 26 14. For leave to add additional plaintiffs by motion, the filing of written consent
- 27 forms, or any other method approved by the Court;
- 28 15. For costs of suit; and

1 16. For such other and further relief, in law or equity, as this Court may deem
2 appropriate and just.

3 DATED: September 13, 2019

STRAUSS & STRAUSS, APC

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5 By: /S/ Michael A. Strauss
6 Michael A. Strauss
7 Attorneys for Plaintiff and Others
8 Similarly Situated
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DEMAND FOR JURY TRIAL

Plaintiff George Engasser hereby demands a trial by jury.

DATED: September 13, 2019

STRAUSS & STRAUSS, APC

By: /s/ Michael A. Strauss
Michael A. Strauss
Attorneys for Plaintiff and Others
Similarly Situated

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