

1 Jose R. Garay (SBN: 200494)
2 jose@garaylaw.com
3 **JOSE GARAY, APLC**
4 249 E. Ocean Blvd. #814
5 Long Beach, CA 90802
6 Telephone: (949) 208-3400
7 Facsimile: (562) 590-8400
8 (additional counsel listed below)

9 Attorneys for Plaintiff, KEVIN MOXLEY,
10 an individual, on behalf of himself and
11 aggrieved employees and others similarly situated,

12
13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 KEVIN MOXLEY, an individual, on behalf of
16 himself and aggrieved employees and others
17 similarly situated,

18 Plaintiff,

19 vs.

20 JOHNSON CONTROLS FIRE PROTECTION,
21 LP, a Delaware limited partnership; and, DOES
22 1 through 50, inclusive,

23 Defendants.

Case No. 23STCV18232

**FIRST AMENDED CLASS ACTION &
PAGA COMPLAINT**

1. Failure to Pay All Wages, Minimum, Overtime, Double Time, Prevailing Wage §§ 204, 206, 226.2, 226.8, 227.3, 510, 1182.12, 1194, 1194.2, 1197. 1720 *et. seq.*;
2. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and Wage Order 5-2001, § 11;
3. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and Wage Order 5-2001, § 12;
4. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;
5. Failure to Pay Earned Wages in Violation of Labor Code §§ 204, 206, 216, 218.5, 218.6;
6. Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802; and
7. Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, *et seq.*
8. Enforcement of the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Kevin Mahoney Esq.(SBN: 235367)
2 kmahoney@mahoney-law.net
3 **MAHONEY LAW GROUP, APC**
4 249 E. Ocean Blvd., Ste. 814
5 Long Beach, CA 90802
6 Telephone: (562) 590-5550
7 Facsimile: (562) 590-8400

8 Attorneys for Plaintiff KEVIN MOXLEY as an individual and on behalf of all employees similarly
9 situated
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1 Plaintiff KEVIN MOXLEY (“Plaintiff”), individually, and on behalf of all others similarly situated,
2 brings this class action complaint (“Complaint”) against Defendants JOHNSON CONTROLS FIRE
3 PROTECTION, LP, a Delaware limited partnership, and DOES 1 through 50, inclusive (collectively,
4 “Defendants” or “JOHNSON CONTROLS”), and alleges as follows:

5 **INTRODUCTION**

6 1. This is a class action brought on behalf of Plaintiff and the class he seeks to represent
7 (“Class” or “Class Members”). The Class consists of all current and former non-exempt employees
8 employed by Defendants in the State of California during the Class Period. The term “Class Period”
9 is defined as four (4) years prior to the filing of this class action until class certification. Plaintiff
10 reserves the right to amend this complaint to reflect a different “Class Period” as further discovery is
11 conducted.

12 2. Plaintiff, individually, and on behalf of Class, seeks relief against Defendants, for their
13 practices of violating the applicable Industrial Welfare Commission (“IWC”) Wage Orders, Code of
14 Regulations, and California Labor Code, including: (1) failure to pay all wages (including minimum,
15 regular, overtime, and double time compensation); (2) failure to provide meal periods or compensation
16 in lieu thereof; (3) failure to authorize or permit rest breaks or provide compensation in lieu thereof;
17 (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements;
18 and (6) failure to pay all wages due upon separation of employment. These violations concern current
19 and past non-exempt employees of Defendants.

20 3. At all relevant times herein, Defendants have consistently maintained and enforced
21 against Plaintiff and Class the unlawful practices and policies set forth herein.

22 4. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative
23 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys’
24 fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 208, 226, 226.7, 227.3, 351,
25 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 1720 *et. seq.*, 2802, and California Code of Civil
26 Procedure section 1021.5.

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6. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

8. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this county, and the acts and omissions alleged herein took place in this county.

9. Plaintiff, KEVIN MOXLEY, is a California citizen and resides in LOS ANGELES County, California. Defendants employed Plaintiff as a non-exempt hourly employee during the Class Period. Plaintiff is a JOHNSON CONTROLS non-exempt employee. Plaintiff and the Plaintiff Class performed private entity work and public works projects throughout California, including LOS ANGELES County, and elsewhere throughout California.

10. Defendant JOHNSON CONTROLS was and is a Delaware limited partnership doing business in LOS ANGELES County and elsewhere in California. JOHNSON CONTROLS is a joint employer in conjunction with Doe entities and/or individual owners, managing agents, and managers and employed Plaintiff as a non-exempt hourly employee in California during the liability period. Defendant's website states: Johnson Controls, Inc. is an American, Irish-domiciled multinational

1 conglomerate headquartered in Cork, Ireland, that produces fire, HVAC, and security equipment for
2 buildings. As of mid-2019, it employed 105,000 people in around 2,000 locations across six
3 continents.

4 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
5 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
6 whose employees were and are engaged throughout this county and the State of California.

7 12. Defendants 1 through 50, are sued under fictitious names pursuant to Code of Civil
8 Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff will
9 seek leave of court to amend this Complaint and serve such fictitiously named Defendants when their
10 names and capacities are ascertained. Plaintiff is informed and believes, and thereon alleges, that
11 DOES 1 through 50 are or were the partners, agents, owners, shareholders, managers, or employees
12 of Defendants at all relevant times and were joint employers with JOHNSON CONTROLS.

13 13. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
14 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
15 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
16 to the other Defendants.

17 14. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
18 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
19 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
20 acted as the employer and/or joint employer of Plaintiff and the Class Members.

21 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
22 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
23 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
24 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
25 all Defendants were in accordance with, and represent, the official policy of Defendants.

26 16. At all relevant times, Defendants, and each of them, acted within the scope of such
27 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
28 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other

1 Defendants in proximately causing the damages herein alleged.

2 17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
3 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
4 occurrences, and transactions alleged herein.

5 **CLASS ALLEGATIONS**

6 18. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
7 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
8 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
9 the Class Period.

10 19. Plaintiff's proposed Class consists of and is defined as follows:

11 Class

12 All current and former non-exempt employees employed by Defendants in the State of
13 California within four years prior to the filing of this action to the date of class
14 certification.

15 20. Plaintiff also seeks to certify the following Subclass:

16 Waiting Time Subclass

17 All Class Members who separated from their employment with Defendants at any time
18 within three years prior to the filing of this action to the date of class certification
19 ("Subclass" or "Waiting Time Subclass").

20 21. Members of the Class and Subclass described above will be collectively referred to as
21 "Class Members."

22 22. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
23 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
24 investigation, discovery, and specific theories of liability.

25 23. There is a well-defined community of interest in this litigation and the proposed Class
26 and Subclass are readily ascertainable.

27 24. **Commonality:** This action has been brought and may properly be maintained as a class
28 action under the California Code of Civil Procedure section 382 because there are common questions

1 of law and fact as to the Class Members that predominate over any questions affecting only individual
2 members including, but not limited to, the following:

- 3 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
4 regular, overtime, and double time wages) for all hours worked, including the correct
5 legal minimum wage, overtime and double overtime rate;
- 6 (b) Whether Defendants failed to pay for mandatory travel time;
- 7 (c) Whether Defendants paid Plaintiff and Class Members the correct legal wages for all
8 hours worked, including the correct legal minimum wage, overtime and double
9 overtime rate, premium wages, sick pay, and vacation pay when Defendants paid
10 bonuses;
- 11 (d) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
12 regular, overtime, and double time wages) for all hours worked, including the correct
13 legal minimum wage, overtime and double overtime rate when Plaintiff and Class
14 members were paid a bonus pursuant to a piece-rate schedule;
- 15 (e) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
16 regular, overtime, and double time wages) for all hours worked, including the correct
17 legal minimum wage, overtime and double overtime rate when Plaintiff and Class
18 members were paid a bonus pursuant to applicable prevailing wage rates when
19 performing public works contracts subject to a living wage or prevailing wage;
- 20 (f) Whether Defendants pay or vest sick pay wages in accordance with California law;
- 21 (g) Whether Defendants violated the vacation pay law in California pursuant to Labor
22 Code section 227.3;
- 23 (h) Whether Defendant violated California's reporting time pay rules.
- 24 (i) Whether Defendants' rounding policy and practice favored Defendants by
25 systematically undercompensating Plaintiff and Class Members;
- 26 (j) Whether Defendants compensated Plaintiff and Class Members for time spent during
27 rest periods and/or meal periods while under the control of JOHNSON CONTROLS
28 during split shifts;

- 1 (k) Whether Defendants paid Plaintiff and Class Members the legal split-shift premium;
- 2 (l) Whether Defendants required Plaintiff and Class Members to work off-the-clock
- 3 without compensation;
- 4 (m) Whether Defendants required Plaintiff and Class Members to incur business expenses
- 5 without reimbursement;
- 6 (n) Whether Defendants provided Plaintiff and Class Members with compliant meal
- 7 periods or paid compensation in lieu thereof;
- 8 (o) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
- 9 Class Members or paid compensation in lieu thereof;
- 10 (p) Whether Defendants paid Plaintiff and Class Members for rest periods or paid
- 11 compensation in lieu thereof;
- 12 (q) Whether Defendants failed to provide Plaintiff and Class Members with accurate
- 13 itemized wage statements;
- 14 (r) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages
- 15 due immediately upon termination or within 72 hours of resignation;
- 16 (s) Whether Defendants' conduct was willful or reckless; and
- 17 (t) Whether Defendants engaged in unfair business practices in violation of Business and
- 18 Professions Code sections 17200, *et seq.*

19 25. There is a well-defined community of interest. Further, Plaintiff and Class Members

20 have suffered common injuries as a result of Defendants' systemic employment policies and practices.

21 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness

22 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff

23 and Class Members accordingly. In addition, answers to common questions raised in this Complaint

24 will advance resolution of each individual Class Member's claims.

25 26. **Numerosity:** The Class Members are so numerous that joinder of all members is

26 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this

27 time, on information and belief, the class is estimated to be greater than 300 individuals.

28 27. **Ascertainability:** The identities of the Class Members are readily ascertainable by

1 inspection of Defendants' employment and payroll records.

2 28. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
3 Class Members because Defendants' failure to comply with the provisions of California's wage and
4 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
5 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
6 are caused by Defendants' common course of conduct as alleged herein.

7 29. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
8 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
9 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
10 proposed class counsel, are competent and experienced in litigating large employment class actions
11 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
12 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
13 that have been and will be necessarily expended for the prosecution of this action for the substantial
14 benefit of the Class Members.

15 30. **Superiority:** The nature of this action makes use of class action adjudication superior
16 to other methods. A class action will achieve economies of time, effort, and expense as compared with
17 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
18 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
19 is empowered to, fashion methods to efficiently manage this case as a class action.

20 31. **Public Policy Considerations:** Employers in the State of California violate
21 employment and labor laws every day. Current employees are often afraid to assert their rights out of
22 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they
23 believe their former employers might damage their future endeavors through negative references
24 and/or other means. Class actions provide class members who are not named in the complaint with a
25 type of anonymity that allows for the vindication of their rights while affording them privacy
26 protections.

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GENERAL ALLEGATIONS

32. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during his employment and continue to employ non-exempt employees within California.

33. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

35. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum, regular, overtime, and double times wages and that they were not receiving minimum, regular, overtime, and double time wages for all work that was required to be performed, including failing to pay for mandatory compensable travel time. During the Class Period, Plaintiff and Class Members regularly worked in excess of eight (8) hours in a workday and/or 40 hours in a workweek, and double time for all hours worked in excess of 12 hours in a workday. In violation of the Labor Code and IWC Wage Orders, Defendants rounded, edited, and/or input the incorrect times for Plaintiff's and Class Members' start times to reflect the scheduled start time instead of the actual start time which should have included time spent arriving early to work, and performing other preliminary duties and postliminary duties, and otherwise preparing for the workday. Defendants also rounded Plaintiff's and Class Members' end time to reflect the scheduled end time despite working past those hours. As such, Plaintiff and Class Members performed work off-the-clock without compensation. Plaintiff and Class Members were not paid a split shift premium and were required to work shifts which were sufficiently long and were counted as "meal period" and "rest periods." While under the

1 control of JOHNSON CONTROLS they remained under the control of Defendant and were not paid
2 the split shift interval. Defendants failed to compensate Plaintiff and Class Members for all hours
3 worked for work performed off-the-clock and for reporting time pay, and overtime pay. Defendants
4 failed to pay the appropriate and correct legal wages for bonus pay (i.e., premium pay, sick pay,
5 vacation pay, overtime and double overtime) and vacation pay according to California law.
6 Defendants further violated California law by failing to pay prevailing wages throughout California.
7 On information and belief, Defendants were paid contract rates for public works yet failed to pay
8 Plaintiff and the Plaintiff Class the applicable contract rate. As such, Plaintiff and the Plaintiff Class
9 were underpaid wages, including but not limited to, overtime, prevailing wage, double-overtime,
10 vacation pay, sick pay, bonus pay, and the piece-rate when the “Bulford” rest period premium was
11 due. Defendants further failed to reimburse Plaintiff and the Plaintiff Class for reimbursements
12 incurred in the discharge of their duties for mileage, tools and equipment, and other expenses incurred.
13 Furthermore, Defendant’s policy of failing to pay all reimbursements and wages for all travel time
14 was unlawful.

15 36. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
16 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
17 timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or payment of one
18 additional hour of pay at their regular rate of pay when they did not receive a compliant meal period.
19 During the Class Period, Plaintiff and Class Members regularly worked in excess of five (5) and/or 10
20 hours per workday. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
21 Members did not receive compliant meal periods. As such, Defendants failed to provide all required
22 meal period, including second meal periods when Plaintiff and Class Members worked in excess of
23 10 hours per workday. Even though Plaintiff and other Class Members were prevented from taking
24 compliant meal periods, Defendants failed to provide them with premium pay for every non-compliant
25 meal period.

26 37. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
27 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
28 ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction

1 thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not
2 permitted to take a compliant rest period. During the Class Period, Plaintiff and Class Members
3 regularly worked in excess of four (4) hours or major fraction thereof. In violation of the Labor Code
4 and IWC Wage Orders, Plaintiff and Class Members were not permitted to take compliant rest breaks,
5 due to Defendants' unlawful policy and practice of aggregating two (2) 15-minute rest breaks and a
6 one (1) hour meal period into a single break. Consequently, Plaintiff and Class Members were not
7 authorized or permitted to take rest breaks, including first, second, and third rest breaks. Defendants
8 failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when
9 they did not receive a compliant rest break. Defendants further failed to pay the applicable piece-rate
10 for rest periods pursuant to California law. Defendants failed to provide at minimum one rest period
11 each and every working day in which Defendants were required to pay a set rate for "Bulford" rest
12 periods.

13 **38. Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
14 Defendants knew or should have known that Plaintiff and Waiting Time Subclass Members who
15 separated from their employment with Defendants during the statutory period were entitled to timely
16 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members
17 did not receive payment of all wages owed upon separation within the permissible time period due to,
18 *inter alia*, Defendants' failure to pay all wages and meal and rest period premiums to Plaintiff and
19 Class Members.

20 **39. Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges
21 that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
22 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
23 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
24 all of the information required by Labor Code section 226, including, but not limited to, the gross and
25 net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period,
26 and the corresponding number of hours worked at each hourly rate.

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FIRST CAUSE OF ACTION
(FAILURE TO PAY ALL WAGES)

40. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

41. At all times herein relevant, Defendants had a duty to comply with Labor Code sections 204, 206, 227.3, 510, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 1720 *et. seq.* the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

42. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

43. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

44. The IWC Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so” including non-productive time and legal wages when bonuses were paid. Plaintiff and Class Members were also not paid the legal rate for vacation pay or had to forfeit vacation vested hours and were not paid for all compensable travel time hours.

45. Plaintiff and Class Members were not paid a split shift premium and were required to work shifts which were sufficiently long and were counted as “meal periods” and “rest periods.” During these long intervals between shifts, JOHNSON CONTROLS exercised direct and indirect control of Plaintiff and Class Members and did not pay them for this controlled standby time, for hours worked, and did not pay the split shift premium. Defendants failed to compensate Plaintiff and Class Members for all hours worked for work performed off-the-clock and for reporting time pay, and overtime pay.

46. Defendant failed to pay the correct reporting time pay in accordance with California law.

1 47. Defendants further violated Labor Code sections 1720 et. seq. through its illegal policy
2 of failing to pay the prevailing wage or living wage for public works projects and or contracts.

3 48. Defendant further failed to pay the legal rate for sick pay, vacation pay, and premium
4 page when it paid bonuses and when it failed to pay prevailing wages.

5 49. Labor Code section 510 and the IWC Wage Orders require that employers pay
6 employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay
7 for hours worked in excess of eight hours in one workday, 40 hours in one workweek, and after the
8 first eight hours on the seventh consecutive workday in one work week. Labor Code section 510 and
9 the IWC Wage Orders further require that employers pay employees double their regular rate of pay
10 for hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive
11 workday in one workweek. Labor Code section 510 requires payment of overtime wages at one-and
12 one-half times the "regular rate of pay," including split shift premium pay, reporting time pay, sick
13 pay, and vacation pay.

14 50. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
15 all employees in California for all hours worked. Local minimum wage ordinances may provide for
16 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
17 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
18 the state or local minimum wage, whichever is higher, for any hour of work.

19 51. Labor Code section 1194 requires that employers pay employees at least the legal
20 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
21 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
22 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
23 along with interest thereon, reasonable attorneys' fees and costs of suit.

24 52. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
25 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

26 53. Labor Code section 1198 prohibits employers from employing for longer hours or less
27 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
28 the Labor Commissioner.

1 54. During the relevant time-period, Defendants failed to pay Plaintiff and Class Members
2 all wages due, including minimum, regular, overtime, and double time wages due to Defendants'
3 unlawful rounding practice, failure to provide compensation for off-the-clock work, and failure to
4 compensate drive time, among other things.

5 55. In violation of California law, Defendants have knowingly and willfully refused to
6 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
7 above.

8 56. Defendants' failure to pay Plaintiff and Class Members all earned minimum and regular
9 wages in accordance with Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the
10 applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout
11 California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages,
12 liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs
13 in amounts that will be established at trial.

14 **SECOND CAUSE OF ACTION**

15 **(MEAL PERIOD VIOLATIONS)**

16 57. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
17 fully set forth herein.

18 58. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
19 and 512, and the applicable IWC Wage Orders.

20 59. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
21 employing any person for a work period of more than 5 hours per day without providing the employee
22 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
23 except that if the total work period per day is no more than 6 hours, the meal period may be waived
24 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
25 is required if an employee works more than 10 hours per day and must begin before the employee's
26 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
27 may be waived by mutual consent of the employer and employee, but only if the first meal period was
28 not waived. An employer must relieve an employee of all duties during meal periods.

1 60. The applicable IWC Wage Orders state that “[u]nless the employee is relieved of all
2 duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period
3 and counted as time worked.”

4 61. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
5 requiring any employee to work during a meal period mandated by any California statute, regulation,
6 standard or order. If an employer fails to provide an employee with a meal period in accordance with
7 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
8 employee one additional hour of pay at the employee’s regular rate of compensation for each workday
9 that the meal period is noncompliant.

10 62. During the Class Period, Plaintiff and Class Members did not receive compliant meal
11 periods when working more than five (5) and/or 10 hours per day because Defendants provided only
12 one (1) break per workday. As such, Defendants failed to provide Plaintiff and Class Members with
13 all required meal periods, including second meal periods.

14 63. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
15 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
16 the applicable IWC Wage Order.

17 64. As a result of Defendants’ failure to provide compliant meal periods and pay meal
18 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
19 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
20 wages and compensation.

21 65. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
22 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
23 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
24 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

25 66. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’
26 fees and costs from Defendants in an amount subject to proof and approved by the Court.

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THIRD CAUSE OF ACTION
(REST PERIOD VIOLATIONS)

67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

68. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7 and the applicable IWC Wage Orders.

69. The IWC Wage Orders require employers to authorize and permit all employees to take 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

70. If an employer fails to provide an employee with a rest period in accordance with California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is noncompliant.

71. During the relevant time period, Defendants did not implement a compliant rest break policy or practice by providing only one (1) break per workday. As such, Defendants failed to provide Plaintiff and Class Members with all required rest periods, including second and third rest periods.

72. During the relevant time period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order.

73. As a result of Defendants' failure to provide compliant rest periods and pay rest period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

74. Because Plaintiff and Class Members were and/or are entitled to such rest periods or "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

75. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees and costs from Defendants in an amount subject to proof and approved by the Court.

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FOURTH CAUSE OF ACTION
(FAILURE TO REIMBURSE FOR BUSINESS EXPENSES)

76. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth herein.

77. Pursuant to Labor Code §2802, Defendants are required to reimburse Plaintiff for business expenses incurred in the direct consequences of his discharge of his duties for Defendants, including expenses associated with the purchase of equipment, tools and equipment, mileage and other expenses incurred for the benefit of Defendants, and which are reimbursable.

78. Within the four years before the filing of this Complaint and continuing until the present time, Plaintiff has been required to incur expenses as a condition of and in the discharge of his employment duties and has thereby incurred expenses for these items.

79. Defendant has failed to reimburse Plaintiff for said expenses.

FIFTH CAUSE OF ACTION
(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

81. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

82. Labor Code section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment identification number of the employee, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate. Defendants failed to include all hours worked and accumulated vacation, sick pay and hours worked. Defendant failed to include, among other items, all hours worked, prevailing wage rates and hours dedicated to public works projects, split shifts and record reporting time pay.

1 83. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
2 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
3 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
4 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
5 an award of costs and attorneys' fees.

6 84. During the relevant time period, Defendants have knowingly and intentionally failed
7 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
8 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
9 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
10 pay period, and the corresponding number of hours worked at each hourly rate.

11 85. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
12 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
13 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
14 Labor Code section 226(a) because they were denied both their legal right to receive, and their
15 protected interest in receiving, accurate itemized wage statements under California Labor Code section
16 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of
17 wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage
18 in these efforts and incur these costs had Defendants provided the accurate wages earned. This has
19 also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

20 86. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff and
21 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
22 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
23 failure to comply with California Labor Code section 226(a), Plaintiff and Class Members have
24 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
25 according to proof at trial.

26 87. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
27 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
28 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

1 **SIXTH CAUSE OF ACTION**

2 **(WAITING TIME PENALTIES)**

3 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
4 fully set forth herein.

5 89. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
6 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
7 Plaintiff and Waiting Time Subclass Members.

8 90. Labor Code section 201 requires that if an employer discharges an employee, the wages
9 earned and unpaid at the time of discharge are due and payable immediately.

10 91. Labor Code section 202 requires that if “an employee not having a written contract for
11 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
12 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
13 which case the employee is entitled to his or her wages at the time of quitting.

14 92. Labor Code section 203 provides that if an employer willfully fails to pay, without
15 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
16 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
17 action therefor is commenced, but that the wages shall not continue for more than 30 days per
18 employee.

19 93. During the relevant time period, Defendants willfully failed to pay Waiting Time
20 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
21 regular, overtime, and double time compensation, and premium compensation either at the time of
22 discharge or within 72 hours of leaving Defendants’ employ.

23 94. As a result of Defendants’ failure to timely pay all wages owed to Plaintiff and Waiting
24 Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and
25 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
26 attorneys’ fees, and costs in amounts that will be established at trial.

27
28 95. Wherefore, PLAINTIFF requests relief as hereinafter provided.

SEVENTH CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES)

96. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

97. Plaintiff brings this claim individually and on behalf of Class Members.

98. Business & Professions Code section 17200 (“UCL”) prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

99. Business and Professions Code section 17204 allows “any person who has suffered injury in fact and has lost money or property as a result of such unfair competition” to prosecute a civil action for violation of the UCL.

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

101. Beginning at an exact date unknown to Plaintiff, but at least since the date four years prior to the filing of this complaint, Defendants have committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this complaint, including, but not limited to, violations of Labor Code sections 201-204, 206, 226, 226.7, 227.3, 351, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 1720 *et. seq.*, 2802 as well as other statutes.

102. The violations of these laws and regulations, as well as of fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code sections 17200 *et seq.*

103. As a result of these actions, Plaintiff, on information and belief, alleges that Defendants are able to unfairly compete with other comparable companies in the State of California in violation of Business & Professions Code sections 17000 *et. seq.* and sections 17200 *et. seq.* Due to these unlawful, unfair, and/or fraudulent business practices, Defendants have gained a competitive

1 advantage over other comparable companies doing business in the State of California.

2 104. The victims of these unlawful, unfair, and/or fraudulent business practices include, but
3 are not limited to, Plaintiff, putative class members, competing cannabis manufacturers in the State of
4 California, and the general public. Plaintiff is informed and believes, and thereon alleges, that
5 Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive
6 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the general
7 public.

8 105. Plaintiff's success in this action will enforce important rights affecting the public
9 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf of
10 himself.

11 106. Business and Professions Code sections 17203 provides that a court may make such
12 orders or judgments as may be necessary to prevent the use or employment by any person of any
13 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent
14 Defendants from repeating their unlawful, unfair, and fraudulent business acts and business practices
15 alleged above.

16 107. Business and Professions Code section 17203 provides that the Court may restore to
17 any person in interest, any money or property that may have been acquired by means of such unfair
18 competition. Plaintiff and the Class are entitled to restitution pursuant to Business and Professions
19 Code section 17203 for wages and payments unlawfully withheld from employees, including the fair
20 value of the meal and rest periods and other losses alleged herein, during the four-year period prior to
21 the filing of this complaint. All remedies are cumulative pursuant to Business & Professions Code
22 section 17205.

23 108. Business and Professions Code section 17202 provides: "Notwithstanding section 3369
24 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or
25 penal law in a case of unfair competition." Plaintiff and Class are entitled to enforce all applicable
26 penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

27 109. Plaintiff requests injunctive relief pursuant to Business & Professions Code section
28 17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged herein.

110. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and others.

EIGHT CAUSE OF ACTION

(ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

111. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

112. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

113. Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website on August 2, 2023 ([LWDA-CM-972486-23](#)).

114. Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part." More than 65 days has passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend the Complaint as a matter of right within this 60 day period as specified by Labor Code section 2699.3(a)(2)(C).

115. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of

1 himself and other current or former employees pursuant to the procedures specified in Labor Code
2 section 2699.3.

3 116. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
5 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
6 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
7 period in which Defendants violated these provisions of the Labor Code.

8 117. Defendants' conduct violates numerous Labor Code sections, including, but not
9 limited to, the following:

- 10 (a) Violation of Labor Code sections 1720 et. seq. through its illegal policy of failing
11 to pay the prevailing or living wage for public works and/or contracts and
12 projects subject to the California prevailing wage statutes and laws;
- 13 (b) Violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194,
14 1194.2, 1197, 1197.1, and 1198 for failure to timely pay all earned wages
15 (including minimum, regular, overtime wages, bonus, premium, sick pay,
16 vacation pay, reporting time pay, double-overtime) owed to Plaintiff and other
17 aggrieved employees during employment and upon separation of employment as
18 herein alleged;
- 19 (c) Violation of Labor Code sections 226.7, 512, and 558 for failure to provide meal
20 periods to Plaintiff and other aggrieved employees and failure to pay premium
21 wages for missed meal periods as herein alleged;
- 22 (d) Violation of Labor Code sections 226.7 and 558 for failure to permit rest breaks
23 to Plaintiff and other aggrieved employees and failure to pay premium wages for
24 missed rest periods as herein alleged;
- 25 (e) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
26 itemized wage statements to Plaintiff and other aggrieved employees as herein
27 alleged;
- 28

- 1 (f) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
2 accurate records regarding the employment of Plaintiff and other aggrieved
3 employees as herein alleged.
- 4 (g) Violation of Labor Code section 2802 for failing to reimburse Plaintiff and other
5 aggrieved employees for necessary business expenditures incurred in the
6 discharge of their duties;
- 7 (h) Violations of Labor Code sections 98.6, 98.7, 226, and 1198.5.

8 118. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting
9 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial Welfare Commission
11 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
12 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
13 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
14 for which the employee was underpaid.”

15 119. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
16 either individually or as an officer, agent, or employee of another person, who pays or causes to be
17 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
18 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
19 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
20 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
21 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
22 pay period for which the employee is underpaid regardless of whether the initial violation is
23 intentionally committed.

24 120. As set forth above, Defendants have violated numerous provisions of the Labor Code
25 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also
26 seeks the remedies set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid
27 employees, and the State of California.
28

1 121. Plaintiff is an “aggrieved employee” because he was employed by the alleged
2 violators and had one or more of the alleged violations committed against him, and therefore is
3 properly suited to represent the interests of all other aggrieved employees.

4 122. Plaintiff has exhausted the procedural requirements under Labor Code section
5 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself
6 and all other aggrieved employees under PAGA.

7 123. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
8 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
9 above and alleged throughout this Complaint:

- 10 a. Failure to pay all hours including compensable travel time;
- 11 b. Failure to Pay All Wages Including Minimum and Overtime Wages §§ 204,
12 206, 226.2, 226.8, 227.3, 510, 1182.12, 1194, 1194.2, 1197;
- 13 c. Failure to pay prevailing wages or living wage for public works projects and
14 or contracts pursuant to Labor Code sections 1720 *et. seq.*
- 15 d. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and
16 Wage Order 5-2001, § 11;
- 17 e. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and
18 Wage Order 5-2001, § 12;
- 19 f. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor
20 Code §§ 226, 226.3, and 1174;
- 21 g. Failure to Pay Earned Wages in Violation of Labor Code §§ 204, 206, 216,
218.5, 218.6;
- 22 h. Failure to Reimburse for Necessary Business Expenditures; Labor Code §
23 2802;

24 124. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
25 herein.

26 **PRAYER FOR RELIEF**

27 Plaintiff, individually, on behalf of himself and all others similarly situated and for Aggrieved
28 Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For nominal damages;
2. For restitution of all monies due to Plaintiff and Plaintiff Class, and disgorged profits

- 1 from Defendants' unlawful business practices;
- 2 3. For waiting time penalties pursuant to Labor Code section 203, on behalf of the
- 3 terminated or resigned employees;
- 4 4. For penalties pursuant to Labor Code sections 226, 226(e), 226.7, 512 and 1194;
- 5 5. For interest accrued to date;
- 6 6. Liquidated damages pursuant to Labor Code section 1194.2;
- 7 7. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair
- 8 business practices complained herein;
- 9 8. For restitution and declaratory relief, enjoining Defendants' practices as unlawful and
- 10 unfair business practices within the meaning of Business and Professions Code
- 11 sections 17200 et seq., and declaring Defendants have: (1) unlawfully treated Plaintiff
- 12 and Plaintiff Class; (2) failed to pay all wages; (3) failed to provide meal and rest
- 13 periods or compensation in lieu thereof; (4) failed to pay wages to former employees,
- 14 including Plaintiff and other Class Members; (5) failed to provide Plaintiff and
- 15 Plaintiff Class accurate itemized wage statements upon payment of wages, and (6)
- 16 failed to reimburse Plaintiff and the Plaintiff Class for business expenses.
- 17 9. Further declaratory relief, declaring the amounts of damages, penalties, equitable
- 18 relief, costs, and attorneys' fees to which Plaintiff and Plaintiff Class are entitled;
- 19 10. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226
- 20 and 1194;
- 21 11. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
- 22 provided by law;
- 23 12. For recovery of attorneys' fees and costs provided by Labor Code sections 226, 1194,
- 24 and Code of Civil Procedure section 1021.5; and
- 25 13. For such other relief as the Court deems just and proper.
- 26 //
- 27 //
- 28 //

1 Dated: October 17, 2023

2 **JOSE GARAY, APLC**

3 

4 By: _____
5 Jose R. Garay
6 Attorneys for Plaintiff KEVIN MOXLEY

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

10 Dated: October 17, 2023

11 **JOSE GARAY, APLC**

12 

13 By: _____
14 Jose R. Garay
15 Attorneys for Plaintiff KEVIN MOXLEY

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **October 17, 2023**, I served [X] true copies [] originals of the following document(s): **FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT**. I served the document(s) on the person(s) below as follows:

Marlene M. Moffitt, Esq. Tyler M. Duncan, Esq. OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C. 4660 La Jolla Village Drive Suite 900 San Diego, CA 92122	Attorneys for Defendant JOHNSON CONTROLS FIRE PROTECTION, LP Phone: (858) 652-3100 Facsimile: (858) 652-3101 Email: marlene.moffitt@ogletreedeakins.com tyler.duncan@ogletreedeakins.com michelle.doan@ogletreedeakins.com alicia.martinez@ogletreedeakins.com
Jose R. Garay, Esq. JOSE GARAY, APLC 249 E. Ocean Blvd. #814 Long Beach, CA 90802	Co-Counsel for Plaintiff, KEVIN MOXLEY Phone: (949) 208-3400 Email: jose@garaylaw.com hg@garaylaw.com legalassistant@garaylaw.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address dwilliams@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 17, 2023**, at Long Beach, California.



Darryl Williams