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on behalf of himself and similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ANTHONY TRUJILLO, individually and)
on behalf of all others similarly situated,)

Plaintiffs,)

vs.)

VALET LIVING, LLC.; a Delaware)
Limited Liability Company; Does 1 through)
20, inclusive,)

Defendants.)

Case No. 34-2020-00273711

CLASS ACTION

FIRST AMENDED COMPLAINT FOR DAMAGES:

- 1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.***
- 2. Failure to Provide Accurate Wage Statements;**
- 3. Failure to Pay Minimum Wage for All Hours Worked;**
- 4. Failure to Provide Meal and Rest Periods;**
- 5. Waiting Time Penalties;**
- 6. Failure to Pay Overtime Wages;**
- 7. Failure to Reimburse Business Expenses.**
- 8. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq***

JURY TRIAL DEMANDED

1 Plaintiff ANTHONY TRUJILLO ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees hereby files this Complaint against Defendants VALET LIVING, LLC; a
3 Delaware Limited Liability Company; Does 1 through 20 (collectively referred to as "Defendants").
4 Plaintiff alleges the following:

5 INTRODUCTION

6 1. This is a class action brought by Plaintiff seeking damages for inaccurate wage
7 statements, for failure to provide meal and rest periods, failure to pay overtime and minimum wages,
8 failure to reimburse for business expenses, unlawful deductions from pay, and derivative civil and
9 statutory penalties. Plaintiff seeks these damages and penalties, plus interest and attorney's fees, on
10 behalf of himself and similarly situated employees.

11 2. During all relevant times, Plaintiff and similarly situated employees worked for
12 Defendants as employees. Defendants issued wage statements to Plaintiff and similarly situated
13 employees that did not comply with California law because, among other things, they did not include
14 all hours worked, and the rate of pay. As a matter of policy and practice, Defendants failed to
15 provide Plaintiff and similarly situated employees meal and rest periods, which is in violation of the
16 California Labor Code.

17 3. Plaintiff and similarly situated employees regularly worked over 8 hours in a day and
18 over 40 hours in a week and did not receive overtime or minimum wages for these hours.

19 JURISDICTION AND VENUE

20 4. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
21 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
22 § 17200 *et seq.*

23 5. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
24 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

25 PARTIES

26 6. Plaintiff ANTHONY TRUJILLO is over the age of eighteen (18) and is a resident of
27 the State of California and a former employee of Defendants.
28

1 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant VALET
2 LIVING, LLC is now and/or at all times mentioned in this Complaint a Delaware Limited Liability
3 Company and the owner and operator of an industry, business and/or facility licensed to do business
4 and actually doing business in the State of California.

5 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
6 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
7 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 were at all relevant times advised by skilled California employment law attorneys and knew the
9 requirements of the California Labor Code with respect to employee wage statements, payment of
10 wages, reimbursement of business expenses, and provision of meal and rest periods.

11 9. Defendants proximately caused Plaintiff and similarly situated employees to be
12 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
13 Complaint.

14 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
15 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
16 joint venturer of the remaining defendants and was acting within the course and scope of that
17 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
18 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
19 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
20 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
21 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
22 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
23 through 20, inclusive, when they have been determined.

24 11. On January 15, 2020, Plaintiff filed his Labor Code § 2699.3 Private Attorney
25 General Act ("PAGA") notice with the California Labor & Workforce Development Agency
26 ("LWDA"). The LWDA did not respond within 65 days of filing of the PAGA notice.

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CLASS ALLEGATIONS

12. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The classes that Plaintiff seeks to represent are composed of and defined as follows:

- (a) All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action, who were not provided a meal or rest period as required under the California Labor Code. (Meal and Rest Period Sub-class)
- (b) All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action, who were not paid all wages due and owing to them as required under the California Labor Code. (Unpaid Wages Sub-class)
- (c) All non-exempt employees who were employed by Defendants in California at any time from January 15, 2019 up to the date that this matter is certified as a class action, who were not provided legally compliant wage statements. (Wage Statement Sub-class)
- (d) All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action, who were required to perform unpaid work off the clock. (Off The Clock Sub-class)

13. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable.

- (a) Numerosity: The Plaintiff Classes are so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiffs at this time, Plaintiff is informed and believes that Defendants may have employed hundreds of individuals falling within the above stated class definitions throughout the State of California during the applicable statute of limitations, who were subjected to the practices outlined in this Complaint. As such, joinder of all members of the Plaintiff Classes is not practicable.

- 1 (b) Common Questions Predominate: Common questions of law and fact exist as to all
2 members of the Plaintiff Classes and predominate over questions that affect only
3 individual members of the class. These common questions of law and fact include,
4 without limitation, the following:
- 5 (1) Whether Defendant accurately stated all required information on
6 paystubs issued to members of the Plaintiff Class;
 - 7 (2) Whether Defendant maintained the time and payroll records for their
8 employees as required under the California Labor Code.
 - 9 (3) Whether Defendants provided meal and rest periods to their employees
10 as required under the California Labor Code.
 - 11 (4) Whether Defendants maintained policies and practices that provided
12 meal and rest periods to their employees as required under the
13 California Labor Code.
 - 14 (5) Whether Defendants paid overtime and minimum wages to their
15 employees as required under the California Labor Code.
 - 16 (6) Whether Defendants made unlawful deductions from their employees'
17 pay.
 - 18 (7) Whether Defendants reimbursed their employees for reasonable
19 business expenses.
- 20 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
21 Classes. Plaintiff also sustained damages arising out of Defendants' common course
22 of conduct in violation of the law as complained of herein. Defendants issued
23 Plaintiff and all members of the putative class wage statements that did not comply
24 with Labor Code section 226. Additionally, Defendants failed to provide meal and
25 rest periods as required under the Labor Code, failed to pay overtime and minimum
26 wages for all hours worked, made unlawful deductions from their employees' pay,
27 and failed to reimburse Plaintiff and Class members for reasonable business expenses.
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1 As a result, each putative class member will have the same basis for their legal
2 claims.

3 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
4 the putative classes. Plaintiff resides in California, worked for Defendants in
5 California, and is an adequate representative of the putative class as he has no
6 interests that are adverse to those of absent class members. Additionally, Plaintiff has
7 retained counsel who have substantial experience in complex civil litigation and wage
8 and hour matters.

9 (e) Superiority: A class action is superior to other available means for the fair and
10 efficient adjudication of the controversy since individual joinder of all members of
11 the classes is impracticable. Class action treatment will permit a larger number of
12 similarly situated persons to prosecute their common claims in a single forum
13 simultaneously, efficiently, and without the unnecessary duplication of effort and
14 expense that numerous individual actions would engender. Further, as damages
15 suffered by each individual member of the classes may be relatively small, the
16 expenses and burden of the individual litigation would make it difficult or impossible
17 for individual members of the class to redress the wrongs done to them, and an
18 important public interest will be served by addressing the matter as a class action.
19 The cost to the court system of adjudication of such individualized litigation would be
20 substantial. Individualized litigation would also present the potential for inconsistent
21 or contradictory judgments.

22 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
23 management of this action that would preclude its maintenance as a class action.

24 GENERAL ALLEGATIONS

25 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as
26 though fully set forth herein.

27 16. Defendants provide valet services to tenants of apartment communities
28 throughout California and the United States.

1 17. Plaintiff ANTHONY TRUJILLO was employed by Defendants beginning on or
2 around October 30, 2017 until his illegal termination on December 9, 2019, as a non-exempt
3 employee with the job title of Service Valet working out of Defendants' customer locations in
4 various locations in Northern California, including in Sacramento County. Plaintiff was at all
5 times classified by Defendants as a non-exempt employee, paid on an hourly basis, and entitled
6 to the legally required meal and rest periods and payment of minimum and overtime wages due
7 for all time worked.

8 18. Plaintiff brings this Class Action on behalf of himself and similarly situated
9 employees in order to fully compensate himself and Class Members for their losses incurred
10 during the class period caused by Defendants' uniform policies and practices which failed to
11 lawfully compensate these employees.

12 19. Defendants' uniform policies and practices alleged herein were unlawful, unfair
13 and deceptive business practices whereby Defendants retained and continues to retain wages due
14 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
15 enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other
16 Class Members who have been economically injured by Defendant' past and current unlawful
17 conduct, and all other appropriate legal and equitable relief.

18 20. Throughout his employment, Defendant did not pay Plaintiff and similarly
19 situated employees all overtime and/or minimum wages earned during their employment.

20 21. Defendant also made illegal deductions from the pay of Plaintiff and similarly
21 situated employees.

22 22. Beginning in 2019, Defendant deducted three dollars per hour from Plaintiff and
23 similarly situated employees' pay on every paycheck, and instead classified those dollars as
24 "Vehicle/ Mileage Stipend."

25 23. As a result of this practice, Plaintiff and similarly situated employees did not
26 receive all overtime and minimum wages owed to them, and also did not receive a mileage
27 reimbursement for the use of their personal vehicles for work purposes.

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1 24. Defendant required Plaintiff and similarly situated employees to use their personal
2 vehicles in their daily work. As a result of Defendant's practices described above, Plaintiff and
3 similarly situated employees did not receive reimbursement for the business use of their personal
4 vehicles and were subjected to an illegal deduction from their wages by Defendant.

5 25. Defendant also did not allow Plaintiff and similarly situated employees to take
6 their statutorily required meal and rest periods. Plaintiff and similarly situated employees
7 regularly missed their meal and rest periods and/ or they were provided late. Defendant failed to
8 provide Plaintiff and other similarly situated employees a 30-minute, duty-free meal period
9 before the end of the fifth hour of work as required under the law. Defendant also failed to
10 provide rest periods to Plaintiff and similarly situated employees for every 4 hours worked or
11 major fraction thereof. Defendant's management staff were aware this was occurring and did not
12 ensure meal and/ or rest periods were provided to Plaintiff and similarly situated employees in
13 compliance with California law.

14 26. Plaintiff and similarly situated employees also were not paid for all hours worked.
15 Plaintiff was instructed that, due to Defendant's corporate-wide policy, he was not allowed to
16 work past 11:00 PM on any day of work. However, if, at 11:00 PM there was still work to do,
17 he was required to clock out and continue working on an unpaid basis. As such, Defendant
18 required Plaintiff and similarly situated employees to work without receiving at least a minimum
19 wage for all hours worked.

20 27. Under California Labor Code Section 2802, employers are required to indemnify
21 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code
22 § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
23 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
24 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
25 unless the employee, at the time of obeying the directions, believed them to be unlawful."

26 28. Plaintiff, and similarly situated employees were required by Defendants to use
27 their own personal cellular phones for work-related reasons and to complete work tasks but were
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1 not reimbursed or indemnified by Defendants for the cost associated with the use of their
2 personal cellular phones for Defendants' benefit.

3 29. Many work tasks required by Defendant involve the use of Defendant's online
4 system called iValet, which Plaintiff and similarly situated employees were required to access for
5 work purposes on their personal cell phone. Defendant did not reimburse Plaintiff and similarly
6 situated employees for this required use of their personal cell phone for business purposes.

7 30. As a result, Plaintiff and other Class Members incurred unreimbursed business
8 expenses which included, but were not limited to, costs related to the use of their personal
9 cellular phones all on behalf of and for the benefit of Defendants.

10 31. Defendant also did not provide Plaintiff and similarly aggrieved employees all
11 wages owed upon their termination or within seventy-two (72) hours of their separation from
12 employment.

13 32. The wage statements issued to Plaintiff and similarly situated employees were
14 also inaccurate because they fail to show the hours worked, and at what rate. As a result,
15 Defendant did not provide Plaintiff and similarly situated employees legally compliant wage
16 statements noting, among other things, total hours worked, gross wages earned, the applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at
18 each hourly rate.

19 33. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
20 employees with an accurate itemized wage statement in writing showing, among other things,
21 gross wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding amount of time worked at each hourly rate. Aside from the violations listed above
23 in this paragraph, Defendants failed to issue to Plaintiff and similarly situated employees an
24 itemized wage statement that lists all the requirements under California Labor Code 226 et seq.

25 34. As a result, Defendants provided Plaintiff and other Class Members with wage
26 statements which violated Cal. Lab. Code § 226.

27 35. Defendants' uniform policy and practice not to pay Plaintiff Class members for all
28 time worked is evidenced by Defendants' business records.

1 36. Defendants, as a matter of corporate policy, practice and procedure, intentionally,
2 knowingly and systematically failed to reimburse and indemnify Plaintiff and other Class
3 Members for required business expenses incurred in direct consequence of discharging their
4 duties on behalf of Defendants.

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6 **FIRST CAUSE OF ACTION**
7 **UNFAIR COMPETITION**

8 37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as
9 though fully set forth herein.

10 38. Unfair competition shall mean and include any unlawful, unfair or fraudulent
11 business act or practice and unfair, deceptive, untrue or misleading advertising and any act
12 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
13 Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

14 39. Defendants committed numerous violations of the California Labor Code
15 throughout the employment relationship.

16 40. Plaintiff is also informed and believes and thereon alleges that such actions and/or
17 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and
18 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
19 *Co.*, 23 Cal. 4th 163 (2000).

20 41. As a direct and legal result of Defendant’s conduct, as alleged herein, pursuant to
21 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
22 restitution as a result of its unfair business practices, including, but not limited to, public
23 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
24 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
25 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

26 **SECOND CAUSE OF ACTION**
27 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

28 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as
though fully set forth herein.

1 43. According to Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee,*
4 *except for any employee whose compensation is solely based on a*
5 *salary and who is exempt from payment of overtime under*
6 *subdivision (a) of Section 515 or any applicable order of the*
7 *Industrial Welfare Commission, (3) the number of piece-rate units*
8 *earned and any applicable piece rate if the employee is paid on a*
9 *piece-rate basis, (4) all deductions, provided that all deductions*
10 *made on written orders of the employee may be aggregated and*
11 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
12 *the period for which the employee is paid, (7) the name of the*
13 *employee and the last four digits of his or her social security number*
14 *or an employee identification number other than a social security*
15 *number, (8) the name and address of the legal entity that is the*
16 *employer and, if the employer is a farm labor contractor, as defined*
17 *in subdivision (b) of Section 1682, the name and address of the legal*
18 *entity that secured the services of the employer, and (9) all*
19 *applicable hourly rates in effect during the pay period and the*
20 *corresponding number of hours worked at each hourly rate by the*
21 *employee. The deductions made from payment of wages shall be*
22 *recorded in ink or other indelible form, properly dated, showing the*
23 *month, day, and year, and a copy of the statement and the record of*
24 *the deductions shall be kept on file by the employer for at least three*
25 *years at the place of employment or at a central location within the*
26 *State of California.*

27 44. Defendants failed to provide an itemized statement or failed to provide an accurate
28 and complete itemized statement showing the requirements set forth in Labor Code section
226(a). Defendant failed to list on the wage statements provided to Plaintiff and similarly
situated employees wage statements listing all hour worked and the applicable rates of pay and
overtime rate. Plaintiff alleges that Defendants failed to provide accurate itemized wage
statements in accordance with Labor Code section 226(a) to all members of the Labor Code
Class.

 45. Additionally, Plaintiff alleges he suffered injury as a result of Defendants'
knowing and intentional failure to provide accurate and complete information as required by any
one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's

1 position would not be able to readily ascertain the information without reference to other
2 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

3 46. As a proximate cause of Defendants' failure to provide accurate statements,
4 Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
5 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

6 **THIRD CAUSE OF ACTION**
7 **(Failure to Pay Minimum Wage for All Hours Worked)**

8 47. Plaintiff hereby incorporates by reference Paragraphs 1 through 46 of this
9 Complaint as if fully set forth herein and for a cause of action alleges as follows:

10 48. Defendants were required to compensate Plaintiff with at least the State's
11 minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW
12 Order-2017.

13 49. Defendants were aware of their obligation to pay the minimum wages but failed to
14 do so.

15 50. Defendants' conduct described herein violates California Labor Code section
16 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff
17 Class have been damaged and deprived of minimum wages, in an amount to be established at
18 trial. Plaintiff and the Plaintiff Class now seek these wages, liquidated damages pursuant to
19 California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to
20 California Labor Code sections 1194.

21 **FOURTH CAUSE OF ACTION**
22 **(Failure to Provide Meal and Rest Periods)**

23 51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as
24 though fully set forth herein.

25 52. An employer must provide an employee a meal period and/or rest period in
26 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.
27
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1 53. Labor Code section 510 and Wage Order 2-2001, section 11(A) require an
2 employer to provide a meal period of not less than thirty (30) minutes for each work period of
3 more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the
4 employer must provide a second meal period.

5 54. Labor Code section 510 and Wage Order 2-2001 section 12(A) require an
6 employer to provide a rest period of not less than ten (10) minutes for each work period of more
7 than four (4) hours or a major fraction thereof.

8 55. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated
9 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff
10 and similarly situated employees worked more than five (5) hours in a day, or to take a second
11 meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly
12 situated employees worked more than ten (10) hours in a day.

13 56. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten
14 (10) minutes for each work period that he and similarly situated employees worked for four (4)
15 hours or major fraction thereof.

16 57. As a proximate cause of Defendants' failure to provide meal and rest periods,
17 Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of
18 compensation for each meal period or rest period not provided, as a wage, from three (3) years of
19 the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and
20 Wage Order 2-2001 §§ 11(B), 12(B).

21 **FIFTH CAUSE OF ACTION**
22 **(Waiting Time Penalties)**

23 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as
24 though fully set forth herein.

25 59. An employer must pay an employee who is terminated all unpaid wages
26 immediately upon termination. California Labor Code § 201.
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1 60. An employer who willfully fails to pay an employee wages in accordance with
2 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
3 up to thirty (30) days. California Labor Code § 203.

4 61. Plaintiff and similarly situated employees did not receive all wages at their
5 termination or separation from employment, including, but not limited to, unpaid overtime and
6 minimum wages, and unpaid meal and rest period penalties.

7 62. Defendants knew of their obligation to pay Plaintiff and Class Members and
8 Defendants' failure to pay all wages was in complete disregard of their obligations. Such
9 conduct shows Defendants' knowledge of their obligation to pay all wages owed upon
10 termination and willful refusal.

11 63. As a proximate result of the Defendants' conduct, Plaintiff and Class members
12 have been damaged and deprived of their wages and thereby seek their daily rate of pay
13 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

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15 **SIXTH CAUSE OF ACTION**
16 **(Failure to Pay Overtime Wages)**

17 64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as
18 though fully set forth herein.

19 65. During the period Plaintiff and similarly situated employees were employed by
20 Defendants, Defendants were required to compensate them one and one-half (1½) times the
21 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
22 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
23 hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiff and similarly
24 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
25 per week, Defendants failed to pay all overtime wages owed to them.

26 66. Plaintiff and Class members were non-exempt employees under the
27 administrative, executive, or professional exemptions of the applicable Wage Order and
28 California Labor Code section 510.

67. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class members have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

SEVENTH CAUSE OF ACTION
(Failure to Reimburse Business Expenses)

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

69. Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

70. Defendants knew that Plaintiff and members of the Class incurred expenses for work purposes, including but not necessarily limited to use of personal vehicles and cell phones. However, Defendants did not reimburse Plaintiff or members of the Class for these expenses.

71. Defendants' conduct described herein violated California Labor Code section 2802. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

EIGHTH CAUSE OF ACTION
CIVIL PENALTIES PURSUANT TO PAGA § 2698 *ET SEQ.*

72. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 71 as though fully set forth herein.

73. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of

1 the California Labor Code, including but not necessarily limited to, those Labor Code violations
2 identified above.

3 74. On or about January 15, 2020, Plaintiff sent written notice to the LWDA
4 regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section
5 2698, *et seq.*, PAGA. As of the date of the filing of this First Amended Complaint, the LWDA
6 has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims.
7 As such, Plaintiff has exhausted his administrative remedies under PAGA and may proceed in
8 this Court.

9 75. Plaintiff is thus entitled to recover civil penalties on behalf of the State of
10 California and all Aggrieved Employees for all violations of the Labor Code from January 15,
11 2019, through trial on this matter.

12
13 **DAMAGES**

14 WHEREFORE Plaintiff requests relief as follows:

- 15 1. A jury trial;
- 16 2. For an order certifying the class and sub-classes;
- 17 3. For an order certifying Plaintiff's counsel as class counsel;
- 18 4. For an order appointing Plaintiff as class representative;
- 19 5. For penalties and liquidated damages under the California Labor Code according to
20 proof allowed by law;
- 21 6. For compensatory damages, including, but not limited to, unpaid wages, plus
22 interest, according to proof allowed by law;
- 23 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
24 fees;
- 25 8. For injunctive relief;
- 26 9. For an award of prejudgment and post-judgment interest; and
- 27 10. For an award to Plaintiff of such other and further relief as the Court deems just and
28 proper.

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Dated: June 9, 2020

Castle Law: California Employment Counsel

By: 
Kent L. Bradbury
Timothy B. Del Castillo
Attorneys for Plaintiff ANTHONY TRUJILLO and the
Class

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: June 9, 2020

Castle Law: California Employment Counsel

By:  _____
Kent L. Bradbury
Timothy B. Del Castillo
Attorneys for Plaintiff ANTHONY TRUJILLO and the
Class