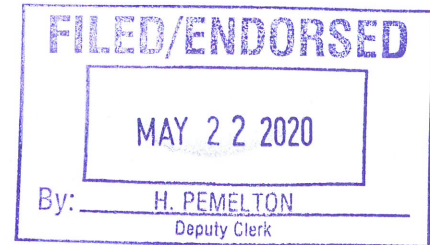


1 Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
2 Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
3 **Castle Law: California Employment Counsel**
3200 Douglas Blvd., Suite 300
4 Roseville, CA 95661
5 Telephone: (916) 245-0122



6 Attorneys for Plaintiffs Sean Lalor, Alexandria Wheeler,
7 and Jemelle Jordan on behalf of themselves and similarly situated employees
8
9
10

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

BY FAX

13 _____)
14 SEAN LALOR, ALEXANDRIA)
15 WHEELER, and JEMELLE JORDAN)
16 individually and on behalf of all others)
similarly situated,)

17 Plaintiffs,)

18 vs.)

19 _____)
20 MENDOCINO FARMS, LLC; Does 1)
through 20, inclusive,)

21 Defendants.)
22)
23)
24)
25)
26 _____)

Case No. 34-2020-00277871

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 SEAN LALOR, ALEXANDRIA WHEELER, and JEMELLE JORDAN
2 (“Plaintiffs”), on behalf themselves and all other similarly situated employees hereby file this First
3 Amended Complaint against Defendants MENDOCINO FARMS, LLC; Does 1 through 20
4 (collectively referred to as “Defendants”). Plaintiffs allege the following:

5 **INTRODUCTION**

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

11 2. During all relevant times, Plaintiffs and similarly situated employees worked for
12 Defendants as employees. Defendants issued wage statements to Plaintiffs 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 Plaintiffs and similarly situated employees meal and rest periods, which is in violation of the
16 California Labor Code.

17 **JURISDICTION AND VENUE**

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

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

23 **PARTIES**

24 5. Plaintiff SEAN LALOR is over the age of eighteen (18) and is a resident of the State
25 of California and an employee of Defendants.

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

1 7. Plaintiff JEMELLE JORDAN is over the age of eighteen (18) and is a resident of the
2 State of California and an employee of Defendants.

3 8. Plaintiffs are informed and believe, and thereupon allege, that Defendant
4 MEDNOCINO FARMS, LLC is now and/or at all times mentioned in this Complaint a California
5 Limited Liability Company and the owner and operator of an industry, business and/or facility
6 licensed to do business and actually doing business in the State of California.

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

13 10. Defendants proximately caused Plaintiffs and similarly situated employees to be
14 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
15 Complaint.

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

26 12. On March 13, 2020, Plaintiff SEAN LALOR filed his Labor Code § 2699.3 Private
27 Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development
28 Agency (“LWDA”). The LWDA did not respond within 65 days of filing of the PAGA notice.

13. On May 22, 2020, Plaintiffs filed an amended PAGA Notice that included ALEXANDRIA WHEELER and JEMELLE JORDAN.

CLASS ALLEGATIONS

14. Plaintiffs bring this action, on behalf of themselves and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The classes that Plaintiffs seek to represent are composed of and defined as follows:

- (a) All non-exempt employees who were employed by Defendants in California as Assistant Manager, Manager, and General Manager 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 (“Manager 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. (“Non-Exempt Employee Sub-class”)

15. 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, Plaintiffs are informed and believe 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.
- (b) Common Questions Predominate: Common questions of law and fact exist as to all members of the Plaintiff Classes and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (2) Whether Defendant maintained the time and payroll records for their employees as required under the California Labor Code;
- (3) Whether Defendants provided meal and rest periods to their employees as required under the California Labor Code;
- (4) Whether Defendants maintained policies and practices that provided meal and rest periods to their employees as required under the California Labor Code;
- (5) Whether Defendants paid overtime and minimum wages to their employees as required under the California Labor Code;
- (6) Whether Defendants reimbursed their employees for reasonable business expenses;

(c) Typicality: Plaintiffs' claims are typical of the claims of the members of the Plaintiff Classes. Plaintiffs also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide meal and rest periods to their employees, failed to pay all overtime and minimum wages owed, and issued Plaintiffs and all members of the putative class wage statements that did not comply with Labor Code section 226. Additionally, Defendants failed to reimburse Plaintiffs and Class members for reasonable business expenses. As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the putative classes. Plaintiffs reside in California and are adequate representatives of the putative class as he has no interests that are adverse to those of absent class members. Additionally, Plaintiffs have retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

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

14 16. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
15 management of this action that would preclude its maintenance as a class action.

16 **GENERAL ALLEGATIONS**

17 17. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 16 as
18 though fully set forth herein.

19 18. Defendants own and manage a chain of restaurants located in California as well
20 as in other states.

21 19. Plaintiffs were at all times classified by Defendants as non-exempt employees,
22 and were entitled to overtime pay, minimum wages, meal and rest periods, and reimbursement
23 for business expenses. However, Defendants failed to provide meal and rest periods to Plaintiffs
24 and similarly situated employees, failed to pay all overtime and minimum wages owed, and
25 violated various other provisions of the Labor Code

26 20. Plaintiffs bring this Class Action on behalf of themselves and similarly situated
27 employees in order to fully compensate themselves and Class Members for their losses incurred
28

1 during the class period caused by Defendants' uniform policies and practices which failed to
2 lawfully compensate these employees.

3 21. Defendants' uniform policies and practices alleged herein were unlawful, unfair
4 and deceptive business practices whereby Defendants retained and continues to retain wages due
5 Plaintiffs and the other Class Members. Plaintiffs and the other Class Members seek an
6 injunction enjoining such conduct by Defendant in the future, relief for the named Plaintiffs and
7 the other Class Members who have been economically injured by Defendant' past and current
8 unlawful conduct, and all other appropriate legal and equitable relief.

9 22. Defendants routinely required Plaintiffs and similarly situated employees to work
10 more than eight (8) hours per day, and/or forty (40) hours per week for which all overtime and
11 minimum wages were not paid. This includes but is not limited to off-the-clock time that
12 Plaintiffs and other Class Members were required to work and for which they were not paid.

13 23. Defendants also did not allow Plaintiffs and similarly situated employees to take
14 their statutorily required meal and rest periods. Defendants frequently interrupted the meal and
15 rest periods of Plaintiffs and similarly situated employees, requiring them to resume work or
16 requiring them to discuss work-related concerns during their meal and rest periods. Frequently,
17 Plaintiffs and similarly situated employees were unable to take meal or rest periods during their
18 work shifts.

19 24. Defendants policy and practices did not allow for Plaintiffs and similarly situated
20 employees to take a meal period during their shift, and no second meal period was provided
21 when Plaintiffs and similarly situated employees worked a shift of ten hours or more. As a
22 result, Defendants failed to provide Plaintiffs and other similarly situated employees a 30-minute,
23 duty-free meal period before the end of the fifth hour of work as required under the law.

24 25. Defendant's management staff were aware this was occurring and did not ensure
25 meal and/ or rest periods were provided to Plaintiffs and similarly situated employees in
26 compliance with California law.

27 26. Defendants also failed to provide rest periods to Plaintiffs and similarly situated
28 employees for every 4 hours worked or major fraction thereof. Defendants failed to pay

1 Plaintiffs and similarly situated employees a missed rest period premium when statutorily-
2 required rest periods were not provided.

3 27. Defendants did not maintain a facially compliant policy regarding the provision of
4 meal and rest periods, and meal and rest periods were not provided in compliance with California
5 law. In fact, Defendants had no policy allowing for meal or rest periods for Plaintiffs and
6 similarly situated employees.

7 28. Nor did Defendants reimburse Plaintiffs and similarly situated employees for cell
8 phone usage for business purposes. Plaintiffs and similarly situated employees used their cell
9 phones for business purposes on a regular basis and were not reimbursed by Defendants for this
10 business use.

11 29. Under California Labor Code Section 2802, employers are required to indemnify
12 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code
13 § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
15 her duties, or of his or her obedience to the directions of the employer, even though unlawful,
16 unless the employee, at the time of obeying the directions, believed them to be unlawful."

17 30. Plaintiffs, and similarly situated employees were required by Defendants to use
18 their own personal cellular phones for work-related reasons and to complete work tasks but were
19 not reimbursed or indemnified by Defendants for the cost associated with the use of their
20 personal cellular phones for Defendants' benefit.

21 31. As a result of the practices listed above, Defendants did not provide Plaintiffs and
22 similarly situated employees legally compliant wage statements noting, among other things, total
23 hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate.

25 32. Defendants also did not provide any aggrieved employees all wages owed upon
26 their termination or within seventy-two (72) hours of their separation from employment.

27 33. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
28 employees with an accurate itemized wage statement in writing showing, among other things,

1 gross wages earned and all applicable hourly rates in effect during the pay period and the
2 corresponding amount of time worked at each hourly rate. Aside from the violations listed above
3 in this paragraph, Defendants failed to issue to Plaintiffs and similarly situated employees an
4 itemized wage statement that lists all the requirements under California Labor Code 226 et seq.

5 34. Defendants' uniform policies and practices to not provide Plaintiffs and Class
6 Members meal and rest periods, not pay all minimum and overtime wages earned, not pay all
7 wages owed at termination or resignation, and not to provide compliant wage statements is
8 evidenced by Defendants' business records.

9 35. Defendants, as a matter of corporate policy, practice and procedure, intentionally,
10 knowingly and systematically failed to reimburse and indemnify Plaintiffs and other Class
11 Members for required business expenses incurred in direct consequence of discharging their
12 duties on behalf of Defendants.

13 **FIRST CAUSE OF ACTION**
14 **UNFAIR COMPETITION**

15 36. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 35 as
16 though fully set forth herein.

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

21 38. Defendants committed numerous violations of the California Labor Code
22 throughout the employment relationship.

23 39. Plaintiffs are also informed and believe and thereon allege that such actions and/or
24 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
25 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
26 *Co.*, 23 Cal. 4th 163 (2000).

27 40. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to
28 the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled

1 to restitution as a result of its unfair business practices, including, but not limited to, public
2 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
3 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
4 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

7 41. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 40 as
8 though fully set forth herein.

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

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

43. Defendants failed to provide an itemized statement or failed to provide an accurate
and complete itemized statement showing the requirements set forth in Labor Code section
226(a). Defendants failed to list on the wage statements provided to Plaintiffs and similarly

1 situated employees wage statements listing all hour worked and the applicable rates of pay and
2 overtime rate. Plaintiffs allege that Defendants failed to provide accurate itemized wage
3 statements in accordance with Labor Code section 226(a) to all members of the Labor Code
4 Class.

5 44. Additionally, Plaintiffs allege they suffered injury as a result of Defendants'
6 knowing and intentional failure to provide accurate and complete information as required by any
7 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
8 Plaintiffs cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiffs'
9 position would not be able to readily ascertain the information without reference to other
10 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

11 45. As a proximate cause of Defendants' failure to provide accurate statements,
12 Plaintiffs and Class Members were damaged and are entitled to statutory and civil penalties under
13 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

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

16 46. Plaintiffs hereby incorporate by reference Paragraphs 1 through 45 of this
17 Complaint as if fully set forth herein and for a cause of action allege as follows:

18 47. Defendants were required to compensate Plaintiffs with at least the State's
19 minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW
20 Order-2017.

21 48. Defendants were aware of their obligation to pay the minimum wages but failed to
22 do so.

23 49. Defendants' conduct described herein violates California Labor Code section
24 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and the
25 Plaintiff Class have been damaged and deprived of minimum wages, in an amount to be
26 established at trial. Plaintiffs and the Plaintiff Class now seek these wages, liquidated damages
27 pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant
28 to California Labor Code sections 1194.

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

50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as though fully set forth herein.

51. An employer must provide an employee a meal period and/or rest period in accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

52. Labor Code section 510 and Wage Order 2-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

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

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

55. Plaintiffs further allege that Defendants failed to provide rest breaks of at least ten (10) minutes for each work period that Plaintiffs and similarly situated employees worked for four (4) hours or major fraction thereof.

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

FIFTH CAUSE OF ACTION
(Waiting Time Penalties)

57. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 56 as though fully set forth herein.

58. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

59. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

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

61. Defendants knew of their obligation to pay Plaintiffs and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

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

SIXTH CAUSE OF ACTION
(Failure to Pay Overtime Wages)

63. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 62 as though fully set forth herein.

64. During the period Plaintiffs and similarly situated employees were employed by Defendants, Defendants were required to compensate them one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiffs and similarly

1 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
2 per week, Defendants failed to pay all overtime wages owed to them.

3 65. Plaintiffs and Class members were non-exempt employees under the
4 administrative, executive, or professional exemptions of the applicable Wage Order and
5 California Labor Code section 510.

6 66. Defendants purposefully misclassified Plaintiffs and Class Members as exempt in
7 order to avoid overtime and other wage and hour requirements under the Labor Code.

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

13
14 **SEVENTH CAUSE OF ACTION**
(Failure to Reimburse Business Expenses)

15 68. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 67 as
16 though fully set forth herein.

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

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

25 71. Defendants' conduct described herein violated California Labor Code section
26 2802. As a proximate result of Defendants' conduct, Plaintiffs and members of the Class have
27 been damaged in an amount to be established at trial, and are entitled to recover these damages,
28 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. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 71 as though fully set forth herein.

73. Plaintiffs bring this cause of action as a proxy for the State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above.

74. On or about March 13, 2020, Plaintiff SEAN LALOR sent written notice to the LWDA regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. On May 22, 2020, Plaintiffs filed an amended PAGA notice with the LWDA adding Plaintiffs ALEXANDRIA WHEELER and JEMELLE JORDAN. As of the date of the filing of this First Amended Complaint, the LWDA has not informed Plaintiffs whether the LWDA intends to investigate Plaintiffs' PAGA claims. As such, Plaintiffs have exhausted their administrative remedies under PAGA and may proceed in this Court.

75. Plaintiffs are thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from March 13, 2019, through trial on this matter.

DAMAGES

WHEREFORE Plaintiffs request relief as follows:

1. A jury trial;
2. For an order certifying the class and sub-classes;
3. For an order certifying Plaintiffs' counsel as class counsel;
4. For an order appointing Plaintiffs as class representative;
5. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;

- 1 7. For an award to Plaintiffs' of costs of suit incurred herein and reasonable attorney's
2 fees;
3 8. For injunctive relief;
4 9. For an award of prejudgment and post-judgment interest; and
5 10. For an award to Plaintiffs of such other and further relief as the Court deems just and
6 proper.

7
8
9
10 Dated: May 22, 2020

Castle Law: California Employment Counsel

11
12
13 By:  _____

Kent L. Bradbury

Timothy B. Del Castillo

14 Attorneys for Plaintiffs SEAN LALOR,
15 ALEXANDRIA WHEELER, JEMELLE JORDAN and
16 the Class
17
18
19
20
21
22
23
24
25
26
27
28

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

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury.

Dated: May 22, 2020

Castle Law: California Employment Counsel

By: 
Kent L. Bradbury
Timothy B. Del Castillo
Attorneys for Plaintiff SEAN LALOR, ALEXANDRIA
WHEELER, JEMELLE JORDAN and the Class