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County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRISTOPHER VELASCO BRISENO,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

DUGGAN & ASSOCIATES, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV11745

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of California Labor Code §§ 510, 1194 and 1197 (Failure to Pay All Wages Earned)
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Premiums)
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Premiums)
- (4) Violation of California Labor Code § 1770, et seq. (Failure to Pay Prevailing Wage)
- (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of California Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of California Labor Code § 1174 (d) (Failure to Keep Accurate Payroll Records)

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- (9) Violation of California Labor Code
§§ 2800 and 2802 (Failure to
Reimburse Expenses)
- (10) Violation of California Business and
Professions Code § 17200, et seq.
- (11) Violation of California Labor Code §
2699, et seq. (Private Attorneys
General Act)

1 Plaintiff CHRISTOPHER VELASCO BRISENO (“Plaintiff”) individually and on behalf
2 of other members of the general public similarly situated, and as a private attorney general, based
3 upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants DUGGAN & ASSOCIATES, INC.
7 and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for
8 California Labor Code violations, unfair business practices, and civil penalties stemming from
9 Defendants’ failure to pay all wages earned, failure to provide meal periods, failure to authorize
10 and permit rest periods, failure to pay prevailing wage, failure to timely pay wages during and
11 upon termination of employment, failure to provide accurate wage statements, failure to maintain
12 accurate payroll records, and failure to reimburse business expenses.

13 2. Plaintiff’s First through Tenth Causes of Action are brought as a class action on
14 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
15 collectively referred to as the “Class” or “Class Members”, as defined more fully in paragraph
16 14, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
17 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
18 and will be established according to proof at trial.

19 3. Plaintiff’s Eleventh Cause of Action is brought as a representative action on behalf
20 of himself and certain other current and former employees of Defendants against whom one or
21 more of the alleged violations was committed (hereinafter collectively referred to as the
22 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an
23 aggrieved employee against whom one or more of the alleged violations occurred. The civil
24 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
25 be established according to proof at trial.

26 4. The Court has jurisdiction over this action pursuant to the California Constitution,
27 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
28 except those given by statute to other courts. The statutes under which this action is brought do

not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

7. Plaintiff CHRISTOPHER VELASCO BRISENO is an individual residing in the County of Los Angeles, State of California.

8. Defendant DUGGAN & ASSOCIATES, INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. DUGGAN & ASSOCIATES, INC. and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

10. Defendants are and at all times herein mentioned were, (a) conducting business in

the County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Tenth Causes of Action as class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows: All current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the class action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”)

14. Plaintiff reserves the right to establish other subclasses as appropriate.

15. The Class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.
- b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to

1 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
2 versed in the rules governing class action discovery, certification, and settlement.
3 Plaintiff has incurred, and during the pendency of this action will continue to
4 incur, costs and attorneys' fees, that have been, are, and will be necessarily
5 expended for the prosecution of this action for the substantial benefit of each Class
6 Member.

- 7 d. Superiority: A class action is superior to other available methods for the fair and
8 efficient adjudication of this litigation because individual joinder of all Class
9 Members is impractical.
- 10 e. Public Policy Considerations: Certification of this lawsuit as a class action will
11 advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid to
13 assert their rights out of fear of direct or indirect retaliation. However, class
14 actions provide the Class Members who are not named in the complaint
15 anonymity that allows for the vindication of their rights.

16 16. There are common questions of law and fact as to the Class that predominate over
17 questions affecting only individual members. The following common questions of law or fact,
18 among others, exist as to the members of the Class:

- 19 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
20 accordance with the California Labor Code was willful;
- 21 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
22 and the other Class Members for all hours worked and for missed, short, late or
23 interrupted meal and rest periods, in violation of California law;
- 24 c. Whether Defendants required Plaintiff and the other Class Members to work more
25 than eight (8) hours per day and/or more than forty (40) hours per week and failed
26 to pay the legally required overtime compensation to Plaintiff and the other Class
27 Members;
- 28 d. Whether Defendants deprived Plaintiff and the other Class Members, or required

1 Plaintiff and the other Class Members to work during meal periods without
2 compensation;

3 e. Whether Defendants failed to authorize and permit and other Class Members to
4 take rest periods;

5 f. Whether Defendants failed to pay meal period premium wages to Class Members
6 when they were not provided with a legally compliant meal period;

7 g. Whether Defendants failed to pay rest period premium wages to Class Members
8 when they were not authorized and permitted to take legally compliant rest
9 periods.

10 h. Whether Defendants failed to pay to Plaintiff and the other Class Members for all
11 hours worked at the correct rates of pay, including minimum wages, straight time
12 wages, and overtime wages;

13 i. Whether Defendants failed to pay Plaintiff and the other Class Members
14 prevailing wage on public works projects in violation of California Labor Code
15 section 1770, et seq.;

16 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
17 Members within the time required upon their discharge or resignation from
18 employment;

19 k. Whether Defendants failed to reimburse business expenses in violation of Cal.
20 Labor Code section 2802;

21 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
22 Class Members during their employment in violation of Cal. Labor Code section
23 204;

24 m. Whether Defendants complied with wage reporting as required by the California
25 Labor Code, including section 226;

26 n. Whether Defendants kept complete and accurate payroll records as required by
27 the California Labor Code, including section 1174(d);

28 o. Whether Defendants' conduct was with malice, fraud or oppression;

- 1 p. Whether Defendants' conduct was willful or reckless;
- 2 q. Whether Defendants engaged in unfair business practices in violation of
- 3 California Business & Professions Code section 17200, et seq. based on its
- 4 improper withholding of compensation and deduction of wages;
- 5 r. The appropriate amount of damages, restitution, and/or monetary penalties
- 6 resulting from Defendants' violation of California law; and
- 7 s. Whether Plaintiff and the other Class Members are entitled to compensatory
- 8 damages pursuant to the California Labor Code.

9 **GENERAL ALLEGATIONS**

10 17. Defendants are a contracting firm that provide services to commercial clients,

11 including painting, wood refinishing, wallcovering, floor coatings, drywall, and caulking.

12 18. Defendants have employed Plaintiff to work as a non-exempt, hourly paid Painter

13 since approximately 2007.

14 19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class,

15 and the Aggrieved Employees as hourly-paid or non-exempt employees.

16 20. Throughout the time period involved in this case, Defendants had the authority to

17 hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly

18 control work rules, working conditions, wages, working hours, and conditions of employment of

19 Plaintiff, the Class, and the Aggrieved Employees.

20 21. At all times herein mentioned, Defendants were subject to the Labor Code of the

21 State of California and the applicable Industrial Welfare Commission Orders.

22 22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in

23 a uniform policy and systematic scheme of wage abuse against Plaintiff, the Class, and the

24 Aggrieved Employees. As set forth in more detail below, this scheme involved, *inter alia*,

25 requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without

26 compensation, thereby failing to pay them for all hours worked, including minimum, straight

27 time, and overtime wages. Defendants also failed accurately record all hours actually worked by

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1 Plaintiff, the Class, and the Aggrieved Employees, resulting in the systematic underpayment of
2 wages to Plaintiff, the Class, and the Aggrieved Employees, including minimum and overtime
3 wages. In addition, Defendants did not permit Plaintiff, and the Aggrieved Employees to take
4 their meal periods in violation of California law. Defendants also failed to authorize and permit
5 Plaintiff, the Class, and the Aggrieved employees to take their rest periods. Defendants also failed
6 to pay prevailing wage to Plaintiff, the Class, and the Aggrieved Employees when they worked
7 on public works projects. Defendants also failed to reimburse Plaintiff, the Class, and the
8 Aggrieved Employees for all necessary business-related expenses.

9 23. Throughout the time period involved in this case, Defendants have implemented
10 policies and practices which failed to provide Plaintiff, the Class and the Aggrieved Employees
11 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,
12 and the Aggrieved Employees of all duties during their meal periods, failed to relinquish control
13 over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, failed to permit
14 Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
15 periods, and impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from
16 taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of
17 work and/or from taking a second thirty (30) minute uninterrupted meal period no later than their
18 tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain
19 accurate records of meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

20 24. Throughout the time period involved in this case, Defendants did not adequately
21 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
22 California law. Moreover, Defendants systematically disregarded their own written policies
23 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
24 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
25 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal
26 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their
27 meal periods, for which they were not compensated.

28 25. Throughout the time period involved in this case, Defendants failed to pay

1 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
2 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
3 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
4 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
5 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
6 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
7 Aggrieved Employees, and routinely failed pay one additional hour of pay to Plaintiff, the Class,
8 and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short,
late, and/or interrupted.

9 26. Throughout the time period involved in this case, Defendants have implemented
10 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
11 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
12 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
13 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
14 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
15 make a good faith effort to authorize, permit, and provide such rest periods in the middle of each
16 work period.

17 27. Throughout the time period involved in this case, Defendants did not adequately
18 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
19 California law. Moreover, Defendants systematically disregarded their own written policies
20 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
21 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
22 and the Aggrieved Employees in a way the prohibited them from taking timely and duty free rest
23 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their
24 rest periods.

25 28. Throughout the time period involved in this case, Defendants failed to pay
26 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
27 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
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1 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
2 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
3 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
4 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
5 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
6 Employees at their regular rate of pay when a rest period was missed, short, late and/or
7 interrupted.

8 29. Throughout the time period involved in this case, Defendants maintained a policy
9 and practice of failing to pay Plaintiff, the Class, and the Aggrieved Employees all wages earned
10 and owed to them by failing to compensate Plaintiff, the Class, and the Aggrieved Employees for
11 all time worked.

12 30. Throughout the time period involved in this case, Defendants required Plaintiff, the
13 Class, and the Aggrieved Employees to perform work off-the-clock for which they were not
14 compensated. As a result, Defendants failed to pay Plaintiff, the Class, and the Aggrieved
15 Employees all wages earned and owed to them, including minimum wages, straight time wages,
16 and overtime compensation.

17 31. Throughout the time period involved in this case, Defendants failed to record the
18 actual hours worked by Plaintiff, the Class, and the Aggrieved Employees, resulting in a failure to
19 pay Plaintiff, the Class, and the Aggrieved Employees wages owed for all time worked.

20 32. Throughout the time period involved in this case, Plaintiff, the Class, and the
21 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
22 week.

23 33. Throughout the time period involved in this case, Defendants failed to pay
24 overtime compensation to Plaintiff, the Class, and the Aggrieved Employees when they worked
25 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week.
26 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees
27 were entitled to receive certain wages for overtime compensation and that they were not receiving
28 wages for overtime compensation.

1 34. Throughout the time period involved in this case, Defendants failed to pay
2 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
3 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees
4 were entitled to receive at least minimum wages for all hours worked and that they were not
5 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
6 wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the
7 required minimum wage pursuant to California law, requiring them to perform work off the clock
8 during meal periods and before and after their scheduled shift times, and failing to record all hours
9 actually worked by Plaintiff, the Class, and the Aggrieved Employees.

10 35. Throughout the time period involved in this case, Defendants regularly and
11 consistently failed to pay prevailing wage to Plaintiff, the Class, and the Aggrieved Employees
12 for work performed on public works projects in violation of Labor Code sections 1700, et seq.

13 36. Throughout the time period involved in this case, Defendants failed to pay
14 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
15 resignation. Defendant knew or should have known that Plaintiff, the Class, and the Aggrieved
16 Employees were entitled to receive all wages owed to them upon termination within the time
17 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
18 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
19 including overtime compensation, straight time wages, minimum wages, and prevailing wages,
20 within any time permissible under California Labor Code section 202.

21 37. Throughout the time period involved in this case, Defendants failed to pay
22 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
23 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
24 should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive
25 all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
26 Employees did not receive payment of all wages, including overtime compensation, straight time
27 wages, minimum wages, prevailing wages, and meal and rest period premiums, within any time
28 permissible under California Labor Code section 204.

1 38. Throughout the time period involved in this case, Defendants regularly and
2 consistently failed to provide complete or accurate wage statements to Plaintiff, the Class, and
3 the Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and
4 the Aggrieved Employees were entitled to receive complete and accurate wage statements in
5 accordance with California law, but, in fact, they did not receive complete and accurate wage
6 statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total
7 number of hours worked by Plaintiff, the Class, and the Aggrieved Employees, the actual gross
8 wages earned, all applicable hourly rates of pay, and Employer's address.

9 39. Throughout the time period involved in this case, Defendants regularly and
10 consistently failed to keep complete or accurate payroll records for Plaintiff, the Class, and the
11 Aggrieved Employees. Defendants knew or should have known that Defendants were required
12 keep complete and accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees
13 in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

14 40. At all material times set forth herein, Defendants failed to reimburse Plaintiff, the
15 Class, and the Aggrieved Employees for necessary business-related expenses and costs, including
16 use of their personal vehicles, cell phones and tools. Defendants knew or should have known that
17 Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all
18 necessary business-related expenses and costs, but, in fact, failed to do so in violation of
19 California law.

20 41. At all material times set forth herein, Defendants failed to provide Plaintiff, the
21 Class, and the Aggrieved Employees with potable water, soap or other suitable cleansing agent,
22 and single use towels for handwashing.

23 42. Throughout the time period involved in this case, Defendants knew or should have
24 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
25 pursuant to California law. Defendants had the financial ability to pay such compensation, but
26 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
27 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
28 Defendants' profits.

1 43. California Labor Code section 218 states that nothing in Article 1 of the Labor
2 Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due
3 to him [or her] under this article.”

4 **FIRST CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 510, 1194, 1197, and 1198)**

6 **(Against All Defendants)**

7 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
8 every allegation set forth above.

9 45. At all relevant times, Plaintiffs and the Class have been entitled to the benefits and
10 protections of the California Labor Code §§ 200, 204, 510, 1194, 1194.2, 1197, and 1198 and the
11 applicable Industrial Welfare Commission (“IWC”) Wage Order.

12 46. California Labor Code § 200(a) defines wages as “all amounts for labor performed
13 by employees of every description, whether the amount is fixed or ascertained by the standard of
14 time, task, piece, commission basis, or other method of calculation.”

15 47. Section 2 of the applicable IWC Wage Order defines “hours worked” as “the time
16 during which an employee is subject to the control of an employer, and includes all the time the
17 employee is suffered or permitted to work, whether or not required to do so.”

18 48. Section 4 of the applicable IWC Wage Order requires an employer to pay non-
19 exempt employees at least the minimum wage set forth therein for all hours worked, which consist
20 of all hours that an employer has actual or constructive knowledge that employees are working.

21 49. Labor Code § 1194 invalidates any agreement between an employer and an
22 employee to work for less than the minimum or overtime wage required under the applicable IWC
23 Wage Order.

24 50. Labor Code § 1197 makes it unlawful for an employer to pay an employee less
25 than the minimum wage required under the applicable IWC Wage Order for all hours worked
26 during a payroll period.

27 51. Labor Code § 1198 states that the employment of an employee for longer hours
28 than those fixed by the applicable IWC Wage Order or under conditions of labor prohibited by

1 the applicable IWC Wage Order is unlawful.

2 52. California Labor Code section 510 and the applicable Industrial Welfare
3 Commission (“IWC”) Wage Order require an employer to compensate employees for all overtime
4 worked, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours
5 worked in excess of eight (8) hours in a day and/or forty (40) hours in a workweek and for the
6 first eight (8) hours of work on the seventh day of a workweek, and double the regular rate of pay
7 for any work in excess of 12 hours in one day or in excess of eight (8) hours on the seventh day
8 of a workweek.

9 53. Labor Code § 204 requires employers to provide employees with all wages due
10 and payable twice a month.

11 54. At all times relevant hereto, Defendants maintained a policy and practice of failing
12 to pay Plaintiffs and the Class of all wages owed to them, and have willfully, knowingly and
13 intentionally failed to pay all Plaintiff and the Class for all wages earned at the correct rates of
14 pay, including minimum wages, straight time wages, and overtime compensation.

15 55. By and through the conduct described above, the Plaintiff and the Class, have been
16 deprived of their rights to be paid wages earned by virtue of their employment with Defendants,
17 including minimum wages, straight time wages, and overtime compensation.

18 56. Defendants’ failure to pay Plaintiff and the Class all wages earned at the correct
19 rates of pay, including failure to pay minimum wages, straight time wages, and overtime
20 compensation, violates the provisions of Labor Code sections 204, 510, 1194, 1197, 1197.1 and
21 1198, and is therefore unlawful.

22 57. Pursuant to California Labor Code sections 200 *et seq.* and Labor Code section
23 1194, Plaintiff and the other Class Members are entitled to recover the balance of any unpaid
24 wages owed to them, including minimum wages, straight time wages, and over time
25 compensation, as well as interest, costs, and attorneys’ fees.

26 58. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
27 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
28 unpaid and interest thereon.

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1 scheduled to work for a period of time in excess of ten (10) hours were required to work for
2 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
3 thirty (30) minutes.

4 66. During the relevant time period, Defendants intentionally and willfully required
5 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
6 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
7 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

8 67. During the relevant time period, Defendants failed to pay Plaintiff and the other
9 Class Members the full meal period premiums due pursuant to California Labor Code section
10 226.7.

11 68. Defendants' conduct violates the applicable IWC Wage Order and California
12 Labor Code sections 226.7 and 512(a).

13 69. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
15 additional hour of pay at the employee's regular rate of compensation for each work day that the
16 meal period was not provided.

17 **THIRD CAUSE OF ACTION**

18 **(Violation of California Labor Code § 226.7)**

19 **(Against All Defendants)**

20 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 71. At all times herein set forth, the applicable IWC Wage Order and California Labor
23 Code section 226.7 were applicable to Plaintiff and the other class members' employment by
24 Defendants.

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

28 73. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof unless the total daily work time is less than three and one-half
5 (3.5) hours.”

6 74. During the relevant time period, Defendants required Plaintiff and other Class
7 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
8 period per each four (4) hour period worked.

9 75. During the relevant time period, Defendants willfully required Plaintiff and the
10 other Class Members to work during rest periods, failed to allow Plaintiff and the other class
11 Member to take rest periods and/or failed to authorize and permit Plaintiff and the other Class
12 members to take uninterrupted, duty-free rest periods.

13 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
14 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
15 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
16 other Class Members from taking uninterrupted rest periods.

17 77. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
18 Code section 226.7.

19 78. Pursuant to the applicable IWC Wage Orders and California Labor Code section
20 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
21 additional hour of pay at the employees' regular hourly rate of compensation for each work day
22 that the rest period was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 1770, et seq.)**

25 **(Against All Defendants)**

26 79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.

28 80. California Labor Code sections 1770 *et seq.* require employers to pay the

1 prevailing rate of per diem wages for work of a similar character in the locality in which the work
2 is performed to all workers employed on public works projects.

3 81. California Labor Code section 1772 provides that workers employed to whom the
4 contract is awarded and any subcontractor under him, shall not pay less than the specified
5 prevailing rates of wages to all workmen employed in the execution of the contract.

6 82. At all times relevant to the present, Defendants' conduct, as set forth above,
7 violated and continues to violate Labor Code Sections 1770 *et seq.* in that Defendants have failed
8 to pay Plaintiff and other Class Members the prevailing rate of per diem wages for work
9 performed on public works projects.

10 83. Defendants knew or should have known of their obligations under Labor Code
11 sections 1770 *et seq.*, and deliberately refused to comply with its provisions. Defendants, in failing
12 to pay Plaintiff and other Class Members the prevailing wage while employed on public works,
13 acted knowingly, willfully, and with the intent to defraud.

14 84. Defendants' practice is unlawful and creates an entitlement to recovery by Plaintiff
15 and other Class Members in a civil action for the unpaid balance of the full amount of
16 compensation thereon, penalties, reasonable attorneys' fees, and costs of suit according to
17 pursuant to California Labor Code section 1194, *et seq.*

18 **FIFTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 201, 202, 203)**

20 **(Against All Defendants)**

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

27 86. During the relevant time period, the employment of Plaintiff and many other Class
28 Members with Defendant ended, i.e. was terminated by quitting or discharge. Defendants

1 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
2 employed by Defendants all of their wages, earned and unpaid, including but not limited to
3 minimum wages, straight time wages, overtime wages, and prevailing wages, within seventy-two
4 (72) hours of their leaving Defendants' employ.

5 87. Defendants' failure to pay Plaintiff and other Class Members who are no longer
6 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
7 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

8 88. California Labor Code section 203 provides that if an employer willfully fails to
9 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
10 continue as a penalty from the due date thereof at the same rate until paid or until an action is
11 commenced; but the wages shall not continue for more than thirty (30) days.

12 89. Plaintiff and other Class Members who are no longer employed by Defendants are
13 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
14 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

15 **SIXTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 204 and 210)**

17 **(Against All Defendants)**

18 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
19 every allegation set forth above.

20 91. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
22 calendar month, other than those wages due upon termination of an employee, are due and payable
23 between the 16th and 26th day of the month during which the labor was performed.

24 92. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 16th and the last day, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the 1st and the 10th day of the following month.

28 93. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned for labor in excess of the normal work period shall be paid no later than the payday
2 for the next regular payroll period.

3 94. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiff and other Class Members all wages due to them, within any time period permissible
5 under California Labor Code section 204.

6 95. Pursuant to Labor Code section 210(b), Plaintiff and other Class Members are
7 entitled to recover statutory penalties for Defendant's violations of California Labor Code section
8 204.

9 **SEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226(a))**

11 **(Against All Defendants)**

12 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
13 every allegation set forth above.

14 97. At all material times set forth herein, California Labor Code section 226(a)
15 provides that every employer shall furnish each of his or her employees an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
17 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
18 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
20 of the period for which the employee is paid, (7) the name of the employee and his or her social
21 security number, (8) the name and address of the legal entity that is the employer, and (9) all
22 applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee. The deductions made from payments of wages shall
24 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
25 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
26 least three years at the place of employment or at a central location within the State of California.

27 98. Defendants have intentionally and willfully failed to provide Plaintiff and the
28 Class with complete and accurate wage statements. The deficiencies include, but are not limited

1 to the failure to include: the actual number of hours worked by Plaintiff and the Class, the actual
2 gross wages earned by Plaintiff and the Class, meal and rest period premiums, applicable hourly
3 rates of pay and Defendants' address.

4 99. Because of Defendants' violation of California Labor Code section 226(a),
5 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

6 100. More specifically, Plaintiff and the Class have been injured by Defendants'
7 intentional and willful violation of California Labor Code section 226(a) because they were
8 denied both their legal right to receive, and their protected interest in receiving, accurate and
9 itemized wage statements pursuant to California Labor Code section 226(a).

10 101. Plaintiff and the Class are entitled to recover from Defendants the greater of their
11 actual damages caused by Defendants' failure to comply with California Labor Code section
12 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

13 102. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
14 with this section, pursuant to California Labor Code section 226(g).

15 **EIGHTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 1174(d))**

17 **(Against All Defendants)**

18 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
19 every allegation set forth above.

20 104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
21 central location in the state or at the plants or establishments at which employees are employed,
22 payroll records showing the hours worked daily by and the wages paid to, and the number of
23 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
24 respective plants or establishments. These records shall be kept in accordance with rules
25 established for this purpose by the commission, but in any case, shall be kept on file for not less
26 than three years.

27 105. Defendants have intentionally and willfully failed to keep accurate and complete
28 payroll records showing the hours worked and the wages paid to Plaintiff and the Class.

1 106. Because of Defendants' violation of California Labor Code section 1174(d),
2 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

3 107. More specifically, Plaintiff and the Class have been injured by Defendants'
4 intentional and willful violation of California Labor Code section 1174(d) because they were
5 denied both their legal right and protected interest, in having available, accurate and complete
6 payroll records pursuant to California Labor Code section 1174(d).

7 **NINTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against All Defendants)**

10 108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
11 every allegation set forth above.

12 109. Pursuant to California Labor Code sections 2800 and 2802, an employer must
13 reimburse its employee for all necessary expenditures incurred by the employee in direct
14 consequence of the discharge of his or her job duties or in direct consequence of his or her job
15 duties or in direct consequence of his or her obedience to the directions of the employer.

16 110. Plaintiff and the Class incurred necessary business related expenses and costs that
17 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
18 business-related expenses and costs including its failure to reimburse Plaintiff and the Class for
19 costs incurred as a result of, including not limited, simple negligence.

20 111. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
21 Class for all necessary business-related expenses and costs.

22 112. Plaintiff and the Class are entitled to recover from Defendants their business-
23 related expenses and costs incurred during the course and scope of their employment, plus interest
24 accrued from the date on which the employee incurred the necessary expenditures at the same
25 rate as judgments in civil actions in the State of California.

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1 **TENTH CAUSE OF ACTION**

2 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

3 **(Against All Defendants)**

4 113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
7 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants'
8 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
9 within the meaning of Code of Civil Procedure section 1021.5.

10 115. Defendants' activities as alleged herein are violations of California law, and
11 constitute unlawful business acts and practices in violation of California Business & Professions
12 Code section 17200, *et seq.*

13 116. A violation of California Business & Professions Code section 17200, et seq. may
14 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
15 and practices of failing to pay employees, including Plaintiff and the Class, all wages earned and
16 owed to them violates California Labor Code sections 510, 1194, 1197, 1198 and 1770 et seq.
17 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
18 the Class, to work through their meal and rest periods without paying them proper compensation
19 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
20 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
21 sections 201, 202, 203 and 204.

22 117. Defendants also violated California Labor Code sections, 221, 226(a), 1174(d),
23 2800, and 2802.

24 118. As a result of the herein described violations of California law, Defendants
25 unlawfully gained an unfair advantage over other businesses.

26 119. Plaintiff and the Class have been personally injured by Defendants' unlawful
27 business acts and practices as alleged herein, including but not necessarily limited to the loss of
28 money and/or property.

120. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

122. Plaintiff brings his eleventh cause of action as a representative action on behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”).

123. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

124. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved employee” under PAGA.

125. As set forth in detail above, during all times relevant to this Action, Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- a. Failing to pay Plaintiff and the Aggrieved Employees all wages earned, including minimum wages, straight time wages, and overtime compensation, in violation of Labor Code §§ 204, 510, 1194, 1197, and 1198 *et seq.*;
 - b. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
 - c. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
 - d. Failing to pay Plaintiff and the Aggrieved Employees prevailing wage for work performed on public works projects in violation of Labor Code §§ 1770, *et seq.*
 - e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203.
 - f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
 - g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
 - h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.
 - i. Failing to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses and costs in violation of Labor Code §§ 2800 and 2802.
 - j. Failing to provide Plaintiff and the Aggrieved Employees with an adequate supply of potable water, soap or other suitable cleansing agent, and single use towels for handwashing in violation of Labor Code § 1198 and IWC Wage Order No. 15.
126. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,

1 individually and on behalf of the Aggrieved Employees and the State of California, requests and
2 is entitled to recover penalties against Defendants for the Labor Code violations described above,
3 including but not limited to penalties under California Code of Regulations Title section 11010,
4 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5,
5 and any and all additional penalties and sums as provided by the California Labor Code and/or
6 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown
7 according to proof at trial.

8 127. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
9 2699.3. On March 4, 2020, Plaintiff, through his counsel of record, by online filing with the Labor
10 and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
11 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders
12 that Defendants have violated, including the facts and theories to support the violations, and of
13 Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee
14 required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have
15 elapsed since the mailing of Plaintiff’s March 4, 2020 notice, and the Labor and Workforce
16 Development Agency has not indicated that it intends to investigate the violations discussed in the
17 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and
18 other Aggrieved Employees pursuant to Labor Code § 2699.3.

19 128. Plaintiff was compelled to retain the services of counsel to file this court action to
20 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
21 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney’s fees and costs
22 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

23 129. Plaintiff may amend this complaint as a matter of right pursuant to California
24 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
25 specified in Labor Code §2699.3

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Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510, 1194, 1197, 1197.1 and 1198 and applicable IWC Wage Orders by willfully failing to pay all wages owed to Plaintiff and other Class Members, including minimum wages, straight time wages and overtime wages;
6. For general unpaid wages and such general and special damages as may be appropriate;
7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;
8. For pre-judgment interest on any unpaid wages commencing from the date such amounts were due;
9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194;
10. For liquidated damages pursuant to California Labor Code section 1194.2;
11. For such other and further relief as the Court may deem just and proper.

12. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
2 provide all meal periods (including second meal periods) to Plaintiff and other Class Members;

3 13. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
4 each employee's regular rate of compensation for each workday that a meal period was not
5 provided;

6 14. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 15. For premium wages pursuant to California Labor Code section 226.7(b);

9 16. For pre-judgment interest on any unpaid wages from the date such amounts were
10 due;

11 17. For reasonable attorneys' fees and costs of suit incurred herein;

12 18. For such other and further relief as the Court may deem just and proper.

13 **As to the Third Cause of Action**

14 19. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
16 periods to Plaintiff and the Class;

17 20. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
18 each employee's regular rate of compensation for each workday that a rest period was not
19 provided;

20 21. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 22. For premium wages pursuant to California Labor Code section 226.7(b);

23 23. For pre-judgment interest on any unpaid wages from the date such amounts were
24 due;

25 **As to the Fourth Cause of Action**

26 24. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 1770 et seq. by willfully failing to pay prevailing wages to Plaintiff and the
28 Class.

1 25. That the Court make an award to Plaintiff and the Class of the difference between
2 the prevailing wage and what they were actually paid, in accordance with California law.

3 26. For pre-judgment interest on any unpaid wages commencing from the date such
4 amounts were due;

5 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code section 1194;

7 28. For liquidated damages pursuant to California Labor Code section 1194.2;

8 29. For such other and further relief as the Court may deem just and proper

9 **As to the Fifth Cause of Action**

10 30. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
12 time of termination of the employment of Plaintiff and other Class Members no longer employed
13 by Defendants;

14 31. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 32. For statutory wage penalties pursuant to California Labor Code section 203 for
17 Plaintiff and other Class Members who have left Defendants' employ;

18 33. For pre-judgment interest on any unpaid compensation from the date such amounts
19 were due;

20 34. For such other and further relief as the Court may deem just and proper.

21 **As to the Sixth Cause of Action**

22 35. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
24 California Labor Code section 204 to Plaintiff and the Class;

25 36. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 37. For pre-judgment interest on any unpaid compensation from the date such amounts
28 were due including interest pursuant to California Labor Code section 218.6;

38. For such other relief as the Court deems just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the Class as required by California Labor Code section 1174(d);

44. For actual, consequential and incidental losses and damages, according to proof;

45. For statutory penalties pursuant to California Labor Code section 1174.5;

46. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

48. For actual, consequential and incidental losses and damages, according to proof;

49. For the imposition of civil penalties and/or statutory penalties;

50. For reasonable attorneys' fees and costs of suit incurred herein; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

52. That the Court decree, adjudge and decree that Defendants violated California

1 Business and Professions Code sections 17200, et seq. by failing to pay all wages owed to Plaintiff
2 and the Class, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay
3 Plaintiff and other Class Members' wages timely as required by California Labor Code section
4 201, 202 and 204, and by violating California Labor Code sections 226(a), 1174(d), 2800, and
5 2082.

6 53. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
7 interest from the day such amounts were due and payable;

8 54. For the appointment of a receiver to receive, manage and distribute any and all
9 funds disgorged from Defendants and determined to have been wrongfully acquired by
10 Defendants as a result of violation of California Business and Professions Code sections 17200,
11 et seq.;

12 55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure section 1021.5

14 56. For injunctive relief to ensure compliance with this section, pursuant to California
15 Business and Professions Code sections 17200, et seq.; and

16 57. For such other and further relief as the Court may deem just and proper.

17 **As to the Eleventh Cause of Action**

18 58. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
19 Code;

20 59. Prejudgment interest at the legal rate pursuant to California Labor Code Section
21 218.6;

22 60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
23 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
24 Code and/or other applicable statutes; and

25 61. For such other relief as the Court deems just and proper.

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1 Dated: May 11, 2020

2 **PROTECTION LAW GROUP**

3 

4 By: _____

5 Heather Davis
6 Amir Nayebdadash

7 Attorneys for Plaintiff
8 CHRISTOPHER VELASCO BRIENO
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: May 11, 2020

PROTECTION LAW GROUP

By: 

Heather Davis
Amir Nayebdadash

Attorneys for Plaintiff
CHRISTOPHER VELASCO BRIENO