

ELECTRONICALLY FILED
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County of Santa Barbara
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
ANACAPA DISTRICT

GEORGE PEREZ, an individual, for
himself and on behalf of others similarly
situated

Plaintiff,

vs.

PRICE MANAGEMENT, a business entity
of unknown form, COAST VILLAGE, INC.,
a corporation, MESA 76 L.P., a limited
partnership, and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF**

- 1. Missed Meal Breaks;**
- 2. Missed Rest Breaks;**
- 3. Failure to Pay Reporting Time Wages;**
- 4. Violation of Labor Code §226;**
- 5. Violation of Labor Code §203;**
- 6. Violation of Labor Code §1102.5;**
- 7. Wrongful Termination in Violation of
Public Policy.**
- 8. Unfair Business Practices; and,**
- 9. Penalties under Labor Code §2699.**

GENERAL ALLEGATIONS

1. Plaintiff GEORGE PEREZ (“Mr. Perez” or “Plaintiff”) is an individual who, at all
times relevant herein, worked in or near the City and County of Santa Barbara, State of California.

2. Plaintiff brings this action as an “aggrieved employee” under California Labor
Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §2698, *et seq.* on
behalf of the State of California as a private attorney general.

3. Defendant PRICE MANAGEMENT (“Price”) is a business entity of unknown form

1 which, at all times relevant herein, provided supervisory and management services for gas stations
2 in the City and County of Santa Barbara, State of California, including but not limited to CVC and
3 MFD.

4 4. Defendant COAST VILLAGE, INC. dba Coast Village Chevron (“CVC”) is a
5 corporation which, at all times relevant herein, operated a gas station in the City and County of
6 Santa Barbara, State of California at the address 1085 Coast Village Road.

7 5. Defendant MESA 76 L.P. dba Mesa Fuel Depot (“MFD”) is a limited partnership
8 company which, at all times relevant herein, operated a gas station in the City and County of Santa
9 Barbara, State of California at the address 1929 Cliff Drive.

10 6. Defendants Price, CVC, and MFD are collectively referred to as Defendants.

11 7. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, are currently unknown to
13 Plaintiff, who therefore sue Defendants by such fictitious names. Plaintiff is informed and
14 believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is
15 legally responsible in some manner for the events and happenings referred to herein and caused
16 injury and damage proximately thereby to plaintiff as hereinafter alleged. Plaintiff will seek leave
17 of the court to amend this Complaint to reflect the true names and capacities of the Defendants
18 designated hereinafter as DOES when the same have been finally ascertained.

19 8. Whenever in this Complaint reference is made to “Defendants,” such allegations
20 shall be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

21 9. Plaintiff is informed and believes that Price is the parent company of CVC and
22 MFD and that CVC and MFD are subsidiaries of Price.

23 10. Plaintiff is informed and believes and based thereon alleges, that at all times
24 mentioned herein, each of the Defendants was the agent, servant, employee, co-venturer, and
25 co-conspirator of each of the remaining Defendants, and was at all times herein mentioned, acting
26 within the course, scope, purpose, consent, knowledge, ratification, and authorization of such
27 agency, employment, joint venture, and conspiracy.

28 11. Plaintiff is informed and believes and based thereon alleges, that at all times
mentioned herein, each of the Defendants were joint employers of Plaintiff and other hourly

employees based on, among other things, (1) their exercise of control over Plaintiff's and other hourly employees' wages, hours or work conditions; they (2) suffered and permitted Plaintiff and other hourly employees to work; and they (3) engaged Plaintiff and other hourly employees in a common law employment relationship.

Factual Background

12. Mr. Perez was employed by Defendants as a non-exempt, hourly paid employee who performed work as a cashier at gas stations operated by Defendants between in or around February, 2019 to on or about January 3, 2020. His immediate and district manager was John Ringling.

13. Plaintiff is informed and believes and based thereon alleges that John Ringling was a managing agent and supervisory employee of Defendants at all times relevant herein.

14. Throughout Mr. Perez's employment with Defendants as a cashier, Defendants did not provide Mr. Perez and other hourly employees with a seat at either of the locations operated by Defendants despite the fact that the nature of the work reasonably permits the use of a seat and seats would not interfere with the performance of employees' duties.

15. During the graveyard shifts at the gas station operated by CVC, Mr. Perez as well as other hourly wage employees were scheduled to work alone. Defendants almost never provided Mr. Perez or other hourly wage employees with uninterrupted rest periods and almost never provided meal periods. Defendants instructed Mr. Perez and other hourly wage employees to remain on the premises, engage in work, or be readily available to engage in work during rest and meal periods and enforced this policy by disciplinary measures. As a result, Mr. Perez and other hourly wage employees almost always experienced short, late, missed, and interrupted rest and meal periods. Further, Mr. Perez and other hourly wage employees took rest periods at their work station while working with the full knowledge of their managers and supervisors and waived their meal periods in violation of California law. On the days Mr. Perez and other hourly wage employees worked more than ten hours, they were never provided with a second meal period or a third rest break.

16. On or about July 31, 2019, Ringling promised Mr. Perez a \$25 gift card for working additional shifts at the gas station operated by CVC as a bonus. Mr. Perez did work

1 additional shifts at the gas station operated by CVC.

2 17. On or about November 9, 2019, Mr. Perez became ill and called in sick for his
3 work shift at the station operated by CVC via a text message to Ringling. In response, Ringling
4 noted that Mr. Perez should have notified him sooner. The following day, on or about November
5 10, 2019, Mr. Perez continued to be ill and notified Ringling that he was unable to work his shift
6 that day. Ringling replied that because Mr. Perez had called in sick two consecutive days Mr.
7 Perez needed a doctor's note to excuse his absences. Mr. Perez was surprised to learn about this
8 policy as it was never communicated to him before. Further, Defendants' handbook was silent on
9 this policy.

10 18. On or about November 16, 2019, Mr. Perez received his paycheck and wage
11 statement and noticed it was missing sick time for his November 9, 2019 and November 10, 2019
12 shifts. He immediately sent a text to Ringling and informed him that two sick days were missing
13 from his paycheck. Mr. Perez further indicated that his check was wrong and late according to
14 California law. Still further, Mr. Perez stated he expected the rest of his wages the following
15 Monday, November 18, 2019. Separate and apart from the issue of nonpayment of sick time, Mr.
16 Perez requested that his promised and unpaid \$25 gift card bonus from July, 2019 also be paid.
17 Ringling insisted that in order to get paid the sick time Mr. Perez had to fill out a Time Off
18 Request Form ("Request Form") and provide a doctor's note to excuse the consecutive days.
19 However, Mr. Perez discovered that was not accurate and that he was the only employee with a
20 changed sick time policy. Thereafter, Mr. Perez noticed that he was being retaliated against for
21 taking sick leave and expressing his concerns about the manner in which Defendants applied its
22 sick leave policy, withheld sick time hours, and paid wages.

23 19. On or about November 22, 2019, Mr. Perez had an operations meeting with
24 Ringling. At the end of the meeting Mr. Perez let Ringling know he had reviewed Defendants'
25 handbook and that there were no instructions regarding filling out a Request Form for calling in
26 sick. Furthermore, the handbook also failed to state the policy about consecutive days missed due
27 to being sick or having to provide a doctor's note. Ringling then indicated that this requirement
28 was from the office and said in sum or substance "well if you want to get paid fill out the Request
Form and I will see if I can convince them to pay you."

1 20. On or about December 1, 2019, Mr. Perez became very sick during his work shift at
2 the station operated by CVC, throwing up, and continuously getting nauseous. Mr. Perez called
3 Ringling and let him know he was sick and was unable to finish his shift. Ringling covered the
4 remainder of Mr. Perez's shift that day.

5 21. On or about December 5, 2019, Mr. Perez sent a text to Ringling requesting that his
6 sick time be applied to the rest of his December 1, 2019 shift. Ringling replied that he needed to
7 fill out the Request Form. As instructed by Ringling, Mr. Perez went to the office and filled out the
8 Request Form and slid it under Ringling's office door.

9 22. On or about December 7, 2019, Ringling gave Mr. Perez two warnings. One was
10 for "excessive cell phone use" and the second warning was for "leaving the premises while on
11 break." In regards to "excessive cell phone use," Mr. Perez explained that he had to stay in
12 constant communication with his girlfriend due to the fact that she was experiencing a difficult
13 pregnancy and that his cell phone use did not affect his productivity or the business operations
14 since his graveyard shifts had less customers. In regards to "leaving the premises while on break,"
15 Mr. Perez relayed that his rest breaks were regularly interrupted by demanding customers. In order
16 to avoid interruptions, Mr. Perez on a limited number of shifts elected to sit in his parked car
17 across the street from the station during his rest breaks. Ringling indicated it was Defendants'
18 policy that he remain on the property for breaks. However, after thorough review of the handbook,
19 Mr. Perez noted that the handbook fails to state whether an employee can or cannot leave the
20 premises during rest breaks.

21 23. On or about December 13, 2019, Mr. Perez received his paycheck and wage
22 statement from CVC and noted that his sick time from November 9, 2019, November 10, 2019,
23 and December 1, 2019 was not paid and applied to his paycheck. This was the second instance
24 where Mr. Perez complained that his accrued sick time was not paid after it was taken and
25 requested.

26 24. On or about December 14, 2019, Mr. Perez requested time off from the gas stations
27 operated by Defendants for the birth of his daughter. Mr. Perez requested the use and payment of
28 his accrued sick time from CVC during this leave.

 25. On or about January 3, 2020, Defendants terminated Mr. Perez's employment after

1 Mr. Perez reported to work for his scheduled shift at the gas station operated by CVC. The reason
2 for his termination provided by Price was in sum or substance that they “no longer needed him.”
3 However, it appears that the true reason was Mr. Perez’s complaints about the manner in which
4 Defendants withheld sick pay, paid wages, and his complaints about Defendants’ rest break
5 policies.

6 26. On his last day of work at the gas station operated by CVC, Mr. Perez was not paid
7 reporting time wages.

8 27. At all times relevant herein, the hours and working conditions of Plaintiff and other
9 hourly wage workers were governed by California Code of Regulations, Title 8, §11070, Industrial
10 Welfare Commission Order No. 7-2001 regulating Wages, Hours and Working Conditions in the
11 Mercantile Industry and its predecessor wage orders (collectively “Wage Order 7”).

12 **FIRST CAUSE OF ACTION**

13 **(Missed Meal Periods)**

14 **(Plaintiff for himself and on behalf of other aggrieved employees)**

15 28. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
16 and incorporates the same by reference herein.

17 29. This action is brought by Mr. Perez under Labor Code §§226.7, 512, and Section
18 11(A) of Wage Order 7 which provides that employers must provide employees who work more
19 than five (5) hours per day with a thirty (30) minute meal period wherein the employee is relieved
20 of all duties. This action is further brought by Mr. Perez under Labor Code §226.7(c) and Section
21 11(D) of Wage Order 7, which provides that if an employer fails to provide an employee with a
22 thirty (30) minute meal period, the employer shall pay the employee one hour of pay for each work
23 day that a thirty (30) minute meal period was missed.

24 30. Mr. Perez and other aggrieved employees were not provided with thirty (30) minute
25 meal periods during their employment with Defendants.

26 31. Mr. Perez and other aggrieved employees were not provided one hour of pay for
27 each work day that a thirty (30) minute meal period was missed during their employment with
28 Defendants.

32. As a direct and proximate result of Defendants’ conduct as alleged above, Mr.

1 Perez and other aggrieved employees have sustained damages in the amount of one hour of wages
2 for each day they missed his thirty (30) minute meal periods.

3 **SECOND CAUSE OF ACTION**

4 **(Missed Rest Periods)**

5 **(Plaintiff for himself and on behalf of other aggrieved employees)**

6 33. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
7 and incorporates the same by reference herein.

8 34. This action is brought by Mr. Perez under Labor Code §226.7 and Section 12(A) of
9 Wage Order 7, which provides that employers shall authorize and permit employees to take a paid
10 rest period of ten (10) minutes for each four (4) hours, or major fraction thereof, worked. This
11 action is further brought by Mr. Perez under Labor Code §226.7(c) and Section 12(B) of Wage
12 Order 7, which provides that if an employer fails to provide an employee with a paid rest period,
13 the employer shall pay the employee one hour of pay for each work day that a paid rest period was
14 missed.

15 35. Mr. Perez and other aggrieved employees were not provided paid uninterrupted ten
16 (10) minute rest periods during their employment with Defendants.

17 36. Mr. Perez and other aggrieved employees were not provided one hour of pay for
18 each work day that a paid rest period was missed during their employment with Defendants.

19 37. As a direct and proximate result of Defendants' conduct as alleged above, Mr.
20 Perez and other aggrieved employees have sustained damages in the amount of one hour of wages
21 for each day they missed their paid uninterrupted ten (10) minute rest periods.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Pay Reporting Time Wages)**

24 38. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
25 and incorporates the same by reference herein.

26 39. Wage Order 7 Section 5(A), provides, "Each workday an employee is required to
27 report for work and does report, but is not put to work or is furnished less than half said
28 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at

1 the employee's regular rate of pay, which shall not be less than the minimum wage."

2 40. In this case, Mr. Perez elects to be compensated for his reporting time pay at the
3 California minimum wage rate in effect at the time of the violation.

4 41. On Mr. Perez's last day of employment, Mr. Perez was required to report to his
5 scheduled shift but was not put to work or furnished with less than his scheduled shift.

6 42. Despite the requirements of Wage Order 7, Defendants failed to pay reporting time
7 wages when Mr. Perez was required to report to work and did report, but was furnished less than
8 half of his scheduled day's work on his last day of employment with Defendants.

9 43. In actions for the recovery of unpaid minimum wages, Labor Code §§1194 and
10 1194.2, provides that any employee receiving less than the legal minimum wage is entitled to
11 recover the unpaid balance of the full amount of this minimum wage compensation in a civil
12 action plus an additional equal amount as liquidated damages, interest thereon, reasonable
13 attorney's fees, and costs of suit.

14 44. As a direct and proximate result of Defendants' conduct as alleged above, Mr.
15 Perez has sustained and will sustain damages in the amount the legal minimum wage for all unpaid
16 reporting time hours.

17 **FOURTH CAUSE OF ACTION**

18 **(Violation of Labor Code §226)**

19 **(Plaintiff for himself and on behalf of other aggrieved employees)**

20 45. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
21 and incorporates the same by reference herein.

22 46. This action is brought by Mr. Perez under Labor Code §226, which sets forth
23 reporting requirements for employers when paying wages, including,

24 "Every employer shall, semimonthly or at the time of each payment of
25 wages, furnish each of his or her employees . . . an itemized statement in writing
26 showing (1) gross wages earned, (2) total hours worked by the employee, except for
27 any employee whose compensation is solely based on a salary and who is exempt
28 from payment of overtime under subdivision (a) of Section 515 or any applicable
order of the Industrial Welfare Commission, . . . (8) the name and address of the

1 legal entity that is the employer, and (9) all applicable hourly rates in effect during
2 the pay period and the corresponding number of hours worked at each hourly rate
3 by the employee.”

4 Subdivision (e) provides, “An employee suffering injury as a result of a
5 knowing and intentional failure by an employer to comply with subdivision (a) is
6 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
7 initial pay period in which a violation occurs and one hundred dollars (\$100) per
8 employee for each violation in a subsequent pay period, not exceeding an aggregate
9 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
10 reasonable attorney’s fees.”

11 Subdivision (g) provides, “An employee may also bring an action for
12 injunctive relief to ensure compliance with this section, and is entitled to an award
13 of costs and reasonable attorney’s fees.”

14 47. Mr. Perez is informed and believes and based thereon alleges that Defendants
15 knowingly and intentionally failed to provide paycheck deduction statements that complied with
16 Labor Code §226 to Mr. Perez and other aggrieved employees, *inter alia*, showing all hours
17 worked by Mr. Perez and other aggrieved employees, including reporting time and not showing all
18 missed break period wages earned.

19 48. Mr. Perez and other aggrieved employees have been damaged by Defendants’
20 failure to comply with Labor Code §226 by, *inter alia*, not realizing the total amount of minimum
21 wages and missed break period wages to which they were entitled.

22 49. As a direct and proximate result of Defendants’ conduct as alleged above, Mr.
23 Perez and other aggrieved employees are entitled to a civil penalty of fifty dollars (\$50) for the
24 initial pay period, and one hundred dollars (\$100) for each subsequent pay period for which
25 Defendants violated the reporting requirements of Labor Code §226, up to a maximum of \$4,000,
26 together with interest thereon and attorney’s fees and costs.

27 **FIFTH CAUSE OF ACTION**

28 **(Violation of Labor Code §203)**

(Plaintiff for himself and on behalf of other aggrieved employees)

1 50. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
2 and incorporates the same by reference herein.

3 51. This action is brought by Mr. Perez under Labor Code §203, which, at all times
4 relevant herein, provided that if an employer willfully fails to pay any wages of an employee who
5 is discharged or quits, the wages of such employee shall continue as from the due date thereof at
6 the same rate until paid or until an action therefor is commenced, for not more than 30 days.

7 52. Reporting time pay constitutes wages. (Murphy v. Kenneth Cole Productions, Inc.
8 (2007) 40 Cal.4th 1094).

9 53. More than thirty days have past since Mr. Perez and other aggrieved employees
10 were discharged or quit his employment with Defendants.

11 54. As a result of Defendants' willful conduct in not paying all wages to which Mr.
12 Perez and other aggrieved employees were entitled, Mr. Perez and other aggrieved employees are
13 entitled to thirty days wages as penalty wages under Labor Code §203.

14 **SIXTH CAUSE OF ACTION**

15 **(Violation of Labor Code §1102.5)**

16 55. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
17 and incorporates the same by reference herein.

18 56. This cause of action is brought under Labor Code §1102.5, subdivision (b), which
19 prohibits an employer from retaliating against an employee for disclosing a violation of state or
20 federal statute to a person with authority over the employee or another employee who has the
21 authority to investigate, discover, or correct the violation or noncompliance.

22 57. Plaintiff is informed and believes and based thereon alleges that his complaints to
23 Defendants about his withheld paid sick time, unpaid wages, and complaints about Defendants'
24 unlawful rest break policies motivated the decision by Defendants to terminate his employment.

25 58. Mr. Perez is informed and believes and based thereon alleges that Defendants
26 retaliated against him for complaining about and enforcing his rights described in the preceding
27 paragraphs by terminating his employment.

28 59. The conduct of Defendants as alleged in this Complaint constitutes an unlawful
employment practice under Labor Code §1102.5.

1 60. As a direct and proximate result of the discriminatory conduct of Defendants as
2 alleged herein, Mr. Perez has suffered and continues to suffer substantial losses in earnings and job
3 benefits, and has suffered extreme and severe mental anguish and emotional distress of the sort
4 naturally associated with employment discrimination based on violation of Labor Code §1102.5.
5 Mr. Perez is thereby entitled to special, general, and compensatory damages in an amount in
6 excess of \$50,000.00, to be proven at the time of trial.

7 **SEVENTH CAUSE OF ACTION**

8 **(Wrongful Termination in Violation of Public Policy)**

9 61. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
10 and incorporates the same by reference herein.

11 62. Mr. Perez brings this action for himself under Labor Code §98.6, subdivision (a),
12 which provides it is unlawful for an employer to discharge an employee or in any manner
13 discriminate, retaliate, or take any adverse action against any employee because the employee
14 made a written or oral complaint that he or she is owed paid sick time, unpaid wages, and
15 complained about Defendants' unlawful rest break policies.

16 63. It is injurious to the public and against the public good to permit an employer to
17 terminate an employee because the employee made a written or oral complaint that they are owed
18 paid sick time, unpaid wages, and complained about Defendants' unlawful rest break policies.
19 Such termination violates and circumvents existing and express policies of the State of California.

20 64. As a direct and proximate result of the discriminatory conduct of Defendants as
21 alleged herein, Mr. Perez has suffered and continues to suffer substantial losses in earnings and job
22 benefits, and has suffered extreme and severe mental anguish and emotional distress of the sort
23 naturally associated with wrongful termination of employment. Mr. Perez is thereby entitled to
24 special, general, and compensatory damages in an amount in excess of \$50,000.00, to be proven at
the time of trial.

25 65. The outrageous conduct of Defendants, and each of them, as described herein, was
26 willful and done with fraud, oppression, and malice and with a conscious disregard for Mr. Perez's
27 right to report unlawful conduct in the workplace and with the intent, design, and purpose of
28 injuring harm. Defendants, and each of them, authorized, condoned, and ratified the unlawful

1 conduct by failing to take immediate and appropriate corrective action. By reason thereof, Mr.
2 Perez is entitled to punitive and exemplary damages from Defendants, and each of them, in an
3 amount appropriate to punish and make an example of Defendants.

4 **EIGHTH CAUSE OF ACTION**

5 **(Unfair Business Practices)**

6 66. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
7 and incorporates the same by reference herein.

8 67. Mr. Perez brings this action for himself and on behalf of the People of the State of
9 California under the provisions of the Business & Professions Code §§17200 *et seq.* Among the
10 persons adversely affected the unfair business practices of Defendants as alleged herein are all
11 Defendants' employees who did not receive meal and rest periods and premiums, reporting time
12 pay, seating, and sick pay.

13 68. A representative action pursuant to Business & Professions Code §§17200, 17203
14 and 17204 on behalf of the general public is appropriate and necessary because Defendants did not
15 provide meal and rest periods and premiums, reporting time pay, seating, and sick pay as a general
16 business practice contrary to the law of the State of California.

17 69. Business & Professions Code §§17200 *et seq.* defines unfair competition to include
18 any "unfair," "unlawful," or "deceptive" business practice. Business & Professions Code §§17200
19 *et seq.* provides for injunctive and restitutionary relief for violations. Defendants' failure to
20 provide meal and rest periods and premiums, reporting time pay, seating, and sick pay constitutes
21 an unfair, unlawful and deceptive business practice.

22 70. As a direct and proximate result of Defendants' conduct as alleged herein, Mr.
23 Perez and current and former employees of Defendants have been damaged in the amount of the
24 sum of all meal and rest break premiums, withheld sick pay, and reporting time to which they were
25 entitled. Under Business & Professions Code §§17200 and 17203, Mr. Perez and current and
26 former employees of Defendants are entitled to restitution of all lawful meal and rest break
27 premiums, withheld reporting time, and sick pay wrongfully withheld by Defendants, together
28 with interest thereon.

71. Under Business & Professions Code §17203, Mr. Perez seeks on his own behalf

1 and on behalf of the People of the State of California an order enjoining Defendants from
2 continuing its aforesaid unlawful practices. Injunctive relief is appropriate to avoid a multiplicity
3 of suits for continuing violations of Business & Professions Code §§17200 *et seq.*

4 **NINTH CAUSE OF ACTION**

5 **(Penalties under Labor Code §§2698 and 2699 (Private Attorney General Act))**

6 72. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs
7 and incorporates the same by reference herein.

8 73. On or about April 28, 2020, Mr. Perez provided notice to the Labor and Workforce
9 Development Agency (“LWDA”) with a copy to Price by certified mail of the specific violations
10 of the California Labor Code that Defendants have violated and continue to violate, including the
11 facts and theories that supported each alleged violation.

12 74. On or about August 28, 2020, Plaintiff put CVC and MFD on notice of the factual
13 nature of Plaintiff’s claims by amending his PAGA claim notice via the LWDA website and
14 adding CVC and MFD individually as defendants, and serving CVC’s and MFD’s counsel with
15 copies of the PAGA notice served on Price.

16 75. To date, the LWDA has not sent notice to Plaintiff that it intended to investigate the
17 alleged violations.

18 76. Accordingly, Mr. Perez has exhausted all administrative procedures required of him
19 under Labor Code §§2698, 2699 and 2699.3, and as a result, is justified as a matter of right in
20 bringing forward this cause of action.

21 77. As a result of the acts alleged above, Mr. Perez seeks penalties under Labor Code
22 §§2698 and 2699 because of Defendants’ violation of numerous provisions of the California Labor
23 Code.

24 78. Mr. Perez seeks penalties for Defendants’ conduct as alleged herein as permitted by
25 law. Specifically, Mr. Perez seeks penalties under Labor Code §2699, for the following:

- 26 a. Defendants’ failure to comply with the requirement of Labor Code §§201 and 202
27 to pay wages due to former employees;
28 b. Defendants’ failure to comply with the requirement of Labor Code §203 to pay
waiting time penalties to former employees;

- 1 c. Defendants' failure to comply with the requirement of Labor Code §§204 and 210
2 to pay, without condition and within the time set by the applicable article, all
3 wages, or parts thereof, which Defendants conceded to be due;
- 4 d. Defendants' failure to comply with the requirement of Labor Code §216 to pay
5 wages after demand was made by Plaintiff;
- 6 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to pay
7 wages due;
- 8 f. Defendants' failure to comply with the requirements of Labor Code §226 to provide
9 itemized wage statements;
- 10 g. Defendants' failure to comply with the requirement of Labor Code §§226.7, 512,
11 558, and Section 11(A) of Wage Order 7 to provide lawful thirty (30) minute meal
12 breaks;
- 13 h. Defendants' failure to comply with the requirement of Labor Code §§226.7, 558,
14 and Section 11(A) of Wage Order 7 to provide lawful ten (10) minute rest breaks;
- 15 i. Defendants' failure to comply with the requirement of Labor Code §1198 and
16 Wage Order 7 Section (14) to provide seating.
- 17 j. Defendants' failure to comply with the requirement of Labor Code §233 to not deny
18 an employee the right to use sick leave or discharge, threaten to discharge, demote,
19 suspend, or in any manner discriminate against an employee for using, or
20 attempting to exercise the right to use sick time.
- 21 k. Defendants' failure to comply with the requirement of Labor Code §246(a) to pay
22 paid sick time.
- 23 l. Defendants' failure to comply with the requirement of Labor Code §1102.5 to not
24 retaliate against an employee for disclosing a violation of state or federal statute to
25 a person with authority over the employee or another employee who has the
26 authority to investigate, discover, or correct the violation or noncompliance.
- 27 78. Under Labor Code §2699, Plaintiff and other aggrieved employees should be
28 awarded twenty-five percent (25%) of all penalties due under California law, interest, attorneys'
fees and costs.

1 79. Under Labor Code §2699, the State of California should be awarded seventy-five
2 percent (75%) of the penalties due under California law.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff prays for judgment as follows:

5 1. For one hour of pay for each workday that meal period(s) were not provided as
6 required by law, together with interest thereon, for Mr. Perez;

7 2. For one hour of pay for each workday that rest period(s) were not authorized or
8 permitted as required by law, missed, together with interest thereon, for Mr. Perez;

9 3. For reporting time wages as minimum wage, according to proof, together with
10 interest thereon, for Mr. Perez;

11 4. For liquidated damages on the unpaid minimum wages under Labor Code §1194.2,
12 according to proof, together with interest thereon, for Mr. Perez;

13 5. For 30-day penalties under Labor Code §203, together with interest thereon, for Mr.
14 Perez.

15 6. For a wage premium of fifty dollars (\$50) for the first period for which Defendants
16 supplied Mr. Perez with paycheck deduction statements in violation of Labor Code §226 and one
17 hundred dollars (\$100) for each subsequent pay period for which Defendants supplied Mr. Perez
18 with paycheck deduction statements in violation of Labor Code §226;

19 7. For an order enjoining Defendants from continuing to issue paycheck deduction
20 statements in violation of Labor Code §226;

21 8. For restitution of full amounts, plus interest at the legal rate, of all unpaid wages,
22 withheld sick pay, and wage premiums for Mr. Perez and other hourly wage employees;

23 9. For penalties under Labor Code §2699;

24 10. For attorneys' fees, expenses and costs under Labor Code §§ 218.5, 226, 1194,
25 1194.4, 2699, and/or Code of Civil Procedure §1021.5;

26 11. For an order enjoining Defendants from continuing to engage in the aforementioned
27 unlawful business practice in violation of Business & Professions Code §17200;

28 12. For interest under Labor Code §§218.6, 226, and 1194; and,

1 13. For special, general, and compensatory damages, including lost wages and benefits,
2 and emotional distress damages, in excess of \$50,000.00, according to proof, for Mr. Perez;

3 14. For punitive damages in an amount sufficient to punish Defendants for the
4 wrongful conduct alleged herein and to deter such conduct in future; and;

5 15. For such other and further relief as the Court deems just and proper.

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7 DATED: November 20, 2020

James H. Cordes and Associates,

8 [ELECTRONICALLY SIGNED; CRC RULE 2.257]

9 /s/ *Angelica J. Caro*

10 Angelica J. Caro, Esq.

11 Attorney for Plaintiff

12 GEORGE PEREZ, an individual, for himself
13 and on behalf of others similarly situated
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