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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHRISTIAN ROBERTS, ,
individually, and on behalf of the State
of California, as a private attorney
general,

Plaintiff,

v.

JEFF AND TONY'S DSD, LLC; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO.: 20STCV13515

FIRST AMENDED COMPLAINT FOR:

1. Discrimination in Violation of FEHA
2. Failure to Prevent Discrimination (FEHA)
3. Retaliation in Violation of FEHA
4. Failure to Prevent Retaliation (FEHA)
5. Wrongful Termination in Violation of Public Policy
6. Harassment in Violation of FEHA
7. Failure to Prevent Harassment in Violation of FEHA
8. Failure to Engage in a Timely Good Faith Interactive Process in Violation of FEHA
9. Failure to Provide Reasonable Accommodation
10. Failure to pay timely earned wages upon separation (Cal Lab. Code ss. 201, 203)
11. Failure to Pay Timely Earned Wages (Cal Lab. Code ss. 204
12. Failure to Pay Meal and Rest Period Compensation (LC 226.7 & 512)
13. Failure to Pay Overtime Compensation (Labor Code ss. 510)
14. Failure to Provide Accurate Wage Statements in Violation of Cal Lab. Code s. 226
15. Retaliation in Violation of Labor Code 6310
16. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§201, 202, 203, 204, 226, 226.7, 510, and 512

DEMAND FOR JURY TRIAL

1 Plaintiff CHRISTIAN ROBERTS for his First Amended Complaint against Defendant JEFF AND
2 TONY'S DSD, LLC; and DOES 1 through 20, inclusive, hereby complains and alleges as follows:

3 **PARTIES, JURISDICTION AND VENUE**

4
5 1. Plaintiff CHRISTIAN ROBERTS was at all times relevant to the matters alleged in
6 this complaint an individual with her residence in California.

7 2. Defendant JEFF AND TONY'S DSD, LLC is a California Limited Liability Company
8 with its principal place of business in California and at all times relevant to this Complaint was doing
9 business in California.

10
11 3. Plaintiff is informed and believes and thereon alleges that the fictitiously-named
12 Defendants sued herein as Does 1 through 20 inclusive, and each of them, are in some manner
13 responsible for the occurrences, acts, and omissions alleged herein and that Plaintiff's damages were
14 proximately caused by their conduct. The true names and capacities of such fictitiously-named Doe
15 Defendants, whether individual, corporate, partnership, associate or otherwise, are presently
16 unknown to Plaintiff, and Plaintiff will seek leave of the Court to amend this Complaint to assert the
17 true names and capacities of such fictitiously-named Defendants when the same have been
18 ascertained. For convenience, each reference to the named Defendant herein shall also refer to Does
19 1 through 20, inclusive.

20
21 4. Plaintiff is informed and believes and thereon alleges that in committing certain acts
22 herein as alleged, some or all of the Defendants herein named were acting as the agents, joint ventures,
23 partners, representatives, subsidiaries, affiliates and/or employees of some or all of the other
24 Defendants, and that some or all of the conduct of such Defendants, as complained of herein, was
25 within the course and scope of such relationship.
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5. Pursuant to Article VI, Section 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of Los Angeles.

6. Pursuant to Section 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of Los Angeles, because the Defendant resides in and conducts business in the County of Los Angeles and is the county where the records relevant to Defendant's unlawful practices are maintained and administered. Further the unlawful practices occurred in the County of Los Angeles.

FACTUAL BACKGROUND

7. Defendant was Plaintiff's employer.

8. Plaintiff worked for Defendant from in or around October 2018 through on or about January 16, 2020.

9. Plaintiff suffered a broken foot while making a delivery on the job.

10. Plaintiff is over the age of 40.

11. Defendant subjected Plaintiff to harassment on the bases, among other things, of age and disability.

12. Defendant was aware of the harassment and failed to prevent it.

13. Defendant discriminated against Plaintiff on the bases of age and disability and as a result of the discrimination, Plaintiff was subjected to adverse employment actions, including but not limited to, termination.

14. Defendant was aware of the discrimination and failed to prevent it.

15. Defendant retaliated against Plaintiff because Plaintiff reported/resisted the discrimination and harassment and as a result was Plaintiff was subjected to adverse employment actions, including but not limited to, termination.

16. Defendant was aware of the retaliation and failed to prevent it.

17. Defendant failed to engage in good faith in the interactive process and provide a reasonable accommodation.

18. Defendant terminated Plaintiff.

19. Defendant failed to provide Plaintiff and other aggrieved employees with legally required meal and rest breaks and failed to pay Plaintiff and other aggrieved employees premiums for missed meal and rest breaks.

20. Defendant failed to pay Plaintiff and other aggrieved employees for overtime hours he worked.

21. Defendant failed to pay Plaintiff and other aggrieved employees all wages he was owed at the time they were owed.

22. Defendants failed to pay Plaintiff and other aggrieved employees all wages due upon their termination or resignation and provide accurate wage statements.

23. Plaintiff filed a charge with the California Department of Fair Employment and Housing and received a Notice of Right to Sue on March 26, 2020. Plaintiff has thus exhausted all necessary administrative remedies.

FIRST CAUSE OF ACTION
(Discrimination in Violation of FEHA)

24. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as though fully set forth herein.

25. Defendants' actions constitute discrimination in violation of the Fair Employment and Housing Act ("FEHA").

1 26. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
2 and continues to suffer a loss in earnings and other employment benefits according to proof at time
3 of trial.

4 27. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
5 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
6 according to proof at trial.

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8 28. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
9 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

10 **SECOND CAUSE OF ACTION**

11 **(Failure to Prevent Discrimination in Violation of FEHA)**

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13 29. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
14 though fully set forth herein.

15 30. Under FEHA, it is unlawful for an employer to fail to take all reasonable steps to
16 prevent discrimination.

17
18 31. Defendants had knowledge and/or reasonable notice of the discrimination that took
19 place against Plaintiff and failed to prevent such.

20 32. As a proximate result of the wrongful conduct of Defendants Plaintiff has suffered and
21 continues to suffer a loss in earnings and other employment benefits according to proof at time of
22 trial.

23
24 33. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
25 humiliation, emotional distress and mental pain and anguish all to her damage in an amount according
26 to proof at trial.

1 34. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
2 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

3 **THIRD CAUSE OF ACTION**
4 **(Retaliation in Violation of FEHA)**

5 35. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
6 though fully set forth herein.

7 36. Defendants' actions constitute retaliation in violation of the Fair Employment and
8 Housing Act ("FEHA").

9 37. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
10 and continues to suffer a loss in earnings and other employment benefits according to proof at time
11 of trial.

12 38. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
13 humiliation, emotional distress and mental pain and anguish all to her damage in an amount according
14 to proof at trial.

15 39. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
16 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

17 **FOURTH CAUSE OF ACTION**
18 **(Failure to Prevent Retaliation in Violation of FEHA)**

19 40. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
20 though fully set forth herein.

21 41. Defendants' actions constitute failure to prevent retaliation in violation of the Fair
22 Employment and Housing Act ("FEHA").

1 42. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
2 and continues to suffer a loss in earnings and other employment benefits according to proof at time
3 of trial.

4 43. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
5 humiliation, emotional distress and mental pain and anguish all to his damage in an amount according
6 to proof at trial.

7 44. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
8 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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10 **FIFTH CAUSE OF ACTION**
11 **(Wrongful Termination in Violation of Public Policy)**

12 45. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully
13 set forth herein.

14 46. Defendant's actions constitute wrongful termination in violation of the public policies
15 embedded in FEHA; California Labor Code; and *Tameny v. Atlantic Richfield Co.*, (1980) 27 Cal.3d
16 167.

17 47. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual,
18 consequential and incidental financial losses, including without limitation, loss of salary and benefits,
19 and the intangible loss of employment related opportunities in her field and damage to her
20 professional reputation, emotional distress, and seeks punitive damages all in an amount subject to
21 proof at the time of trial.
22

23 **SIXTH CAUSE OF ACTION**
24 **(Harassment in Violation of FEHA)**

25 48. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
26 though fully set forth herein.
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1 49. Defendants' actions constitute harassment in violation of the Fair Employment and
2 Housing Act ("FEHA").

3 50. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
4 and continues to suffer a loss in earnings and other employment benefits according to proof at time
5 of trial.

6 51. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
7 humiliation, emotional distress and mental pain and anguish all to his damage in an amount according
8 to proof at trial.

9 52. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
10 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

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13 **SEVENTH CAUSE OF ACTION**
14 **(Failure to Prevent Harassment in Violation of FEHA)**

15 53. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
16 though fully set forth herein.

17 54. Under FEHA, it is unlawful for an employer to fail to take all reasonable steps to
18 prevent harassment.

19 55. Defendant had knowledge and/or reasonable notice of the harassment that took place
20 against Plaintiff and failed to prevent such.

21 56. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
22 continues to suffer a loss in earnings and other employment benefits according to proof at time of
23 trial.

24 57. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered
25 humiliation, emotional distress and mental pain and anguish all to his damages in an amount
26 according to proof at trial.
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58. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

EIGHTH CAUSE OF ACTION
(Failure to Engage in a Timely Good Faith Interactive Process in Violation of FEHA)

59. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully set forth herein.

60. Defendants' actions constitute failure to engage in a timely good faith interactive process in violation of FEHA.

61. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and continues to suffer a loss in earnings and other employment benefits according to proof at time of trial.

62. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered humiliation, emotional distress and mental pain and anguish all to her damages in an amount according to proof at trial.

63. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

NINTH CAUSE OF ACTION
(Failure to Provide Reasonable Accommodation in Violation of FEHA)

64. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully set forth herein.

65. Defendants' actions constitute failure to provide reasonable accommodation in violation of FEHA.

1 66. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
2 and continues to suffer a loss in earnings and other employment benefits according to proof at time
3 of trial.

4 67. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
5 humiliation, emotional distress and mental pain and anguish all to her damage in an amount according
6 to proof at trial.

7
8 68. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
9 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

10 **TENTH CAUSE OF ACTION**
11 **(Failure to Pay Timely Earned Wages upon Separation of Employment in Violation of Cal.**
12 **Lab. Code Sections 201 and 203)**

13 69. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
14 though fully set forth herein.

15 70. Pursuant to Labor Code Section 201: "If an employer discharges an employee, the
16 wages earned and unpaid at the time of discharge are due and payable immediately."

17
18 71. Labor Code Section 203 provides, in pertinent part: "If an employer willfully fails to
19 pay, without abatement or reduction...any wages of an employee who is discharged or quits, the
20 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
21 paid or until an action therefore is commenced; but the wages shall not continue for more than 30
22 days."

23
24 72. Defendants willfully failed to pay Plaintiff all accrued wages at the time of separation.
25 Plaintiff is informed and believes and thereon alleges that Defendant did this with the intent to secure
26 for itself a discount on their indebtedness and/or with intent to annoy, harass, oppress, hinder, delay,
27 and/or defraud Plaintiff.
28

73. Defendants are therefore liable to Plaintiff for Plaintiff's unpaid wages and all statutory damages.

ELEVENTH CAUSE OF ACTION
(Failure to Pay Timely Earned Wages-Cal. Lab. Code Section 204)

74. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as though fully set forth herein.

75. Labor Code Section 204 provides that all wages earned by an employee are due and payable twice each calendar month.

76. Defendants did not always provide Plaintiff his meal and rest breaks

77. Defendants did not pay Plaintiff wages due for Defendants' failure to provide meal periods and rest periods or overtime.

78. Defendant willfully failed to pay Plaintiff wages and overtime wages.

79. Plaintiff is informed and believes and thereon alleges that Defendant did this with the intent to secure for Defendants a discount on Defendants' indebtedness and/or with intent to annoy, harass, oppress, hinder, delay, and/or defraud Plaintiff.

80. Defendants are therefore liable to Plaintiffs for all unpaid wages and all statutory damages.

TWELFTH CAUSE OF ACTION
(Failure to Pay Meal and Rest Period Compensation)
(California Labor Code Sections 226.7, 512)

81. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as though fully set forth herein.

82. Defendants failed to relieve Plaintiff for meal and rest periods mandated by law among other codes, Cal Lab. Code Section 226.7 and 512.

1 83. Defendants failed to compensate or provide premiums to Plaintiff for the missed meal
2 and rest periods.

3 84. Plaintiff seeks all statutory damages and penalties.

4 **THIRTEENTH CAUSE OF ACTION**
5 **(Failure to Pay Overtime and Double time Compensation)**
6 **(Cal. Lab. Code Sections 510)**

7 85. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
8 though fully set forth herein.

9 86. Defendants failed to compensate Plaintiff with overtime for hours worked including
10 over eight (8) hours per day and over forty (40) hours per week; and double time for her hours worked
11 over twelve (12) in a day and/or seven consecutive days.

12 87. Plaintiff seeks all statutory damages and penalties.

13 **FOURTEENTH CAUSE OF ACTION**
14 **(Penalties for Violations of California Labor Code § 226 for**
15 **Failure to Provide Accurate Wage Statements)**

16 88. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
17 though fully set forth herein.

18 89. Labor Code § 226 subdivision (a) requires, in pertinent part, that “Every employer
19 shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees,
20 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
21 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
22 (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose
23 compensation is solely based on a salary and who is exempt from payment of overtime under
24 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
25 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
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1 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
2 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
3 for which the employee is paid, (7) the name of the employee and his or her social security number,
4 except that by January 1, 2008, only the last four digits of his or her social security number or an
5 employee identification number other than a social security number may be shown on the itemized
6 statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate by the employee. . .”

10 90. Plaintiff did not receive accurate wage statements with all of the required information
11 set forth under Labor Code § 226 because they did not include all hours worked, the unpaid wages,
12 overtime and meal or rest break premiums and as a result suffered monetary damages.

14 91. On numerous occasions, an exact amount by which will be proven at trial, Defendants
15 violated various provisions of § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4),
16 (a)(5), (a)(6), (a)(7), (a)(8), and (a)(9) by failing to provide Plaintiff, and other employees, accurate
17 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee
18 (4) all deductions (5) net wages earned, (6) the inclusive dates of the period for which the employee
19 is paid, (7) the name of the employee (8) the name and address of the legal entity that is the employer,
20 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
21 hours worked at each hourly rate by the employee.

24 92. Plaintiff seeks all statutory damages and penalties authorized under the Labor Code.

25 **FIFTEENTH CAUSE OF ACTION**
26 **(Retaliation in Violation of Labor Code s. 6310)**

27 93. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
28 though fully set forth herein.

94. Defendants' actions constitute retaliation in violation of Labor Code s. 6310.

95. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered and continues to suffer a loss in earnings and other employment benefits according to proof at time of trial.

96. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish all to Plaintiff's damages in an amount according to proof at trial.

97. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

SIXTEENTH CAUSE OF ACTION
**Penalties Pursuant to Labor Code §2699, et seq. for Violations of Labor Codes §§201, 202,
203, 204, 226, 226.7, 510 and 512**
(Plaintiff and All Aggrieved Employees)

98. Plaintiff and the Aggrieved Employees reallege and incorporate by reference all previous paragraphs.

99. On a regular and consistent basis, for Plaintiff and all aggrieved employees employed by Defendant, Defendant has failed to comply with Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, and 512.

100. For at least one (1) year prior to the date of Plaintiff's letter sent to the Labor & Workforce Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant has had a consistent policy of failing to inform Plaintiff and all aggrieved employees of their right to take meal periods by way of a lawful policy and of failing to provide Plaintiff and all Aggrieved Employees with timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Aggrieved Employees with a meal break within the first five hours of each shift; and (2) failed to pay such employees one hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided

1 within the first hours of the shift, as required by California state wage and hour laws.

2 101. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
3 Development Agency and Defendant giving notice of this claim pursuant to PAGA and continuing
4 to the present, Defendant has had a consistent policy of failing to inform Plaintiff and all Aggrieved
5 Employees of their right to take rest periods by way of a lawful policy and of failing to provide
6 Plaintiff and all Aggrieved Employees with rest periods of at least ten (10) minutes per four (4) hours
7 worked or major fraction thereof. Defendant has failed to pay such employees one (1) hour of pay at
8 the employee's regular rate of compensation for each workday that the rest period was not provided,
9 as required by California state wage and hour laws.

10 102. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce
11 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
12 present, Defendant has violated Labor Code §§ 510. This statute requires an employer to compensate
13 its employees to pay one and one-half times the regular rate of pay for an employee of all hours
14 worked in excess of 40 hours in one workweek or 8 hours in one workday and twice the regular rate
15 of an employee who works in excess of 12 hours in one day. Defendant has had a consistent policy
16 of failing to pay overtime to Plaintiff and all Aggrieved Employees for overtime. Thus, Defendant
17 has violated Labor Code §§510 with respect to Plaintiff and all aggrieved employees.

18 103. As a result of Defendant's failure to reimburse Plaintiff and the aggrieved employees
19 as described above, Defendant violated Labor Code §201. Labor Code section 201 provides that "If
20 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
21 and payable immediately." Here, Defendant failed to pay Plaintiff and all discharged Aggrieved
22 Employees all wages earned and unpaid at the time of discharge. These sums were due and payable
23 immediately and Defendant is thus in violation of Labor Code §201 because there was not a complete
24 reimbursement for necessary expenditures or losses.

25 104. As a result of Defendant's failure to pay Plaintiff and the aggrieved employees at the
26 proper rate of pay for all hours worked as described above, Defendant violated Labor Code §202.
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1 Labor Code section 202 provides that if “an employer willfully fails to pay...any wages of an
2 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from
3 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
4 shall not continue for more than 30 days.” Here, Defendant failed to pay Plaintiff and all Aggrieved
5 Employees all wages due at the time of termination or within seventy-two (72) hours of their
6 resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor
7 Code §202.

8 105. As a result of Defendant’s failure to pay Plaintiff and the aggrieved employees at the
9 proper rate of pay for all hours worked as described above, Defendant violated Labor Code §203.
10 Labor Code section 203 provides that if “an employer willfully fails to pay...any wages of an
11 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from
12 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
13 shall not continue for more than 30 days.” Here, Defendant failed to pay Plaintiff and all Aggrieved
14 Employees all wages due at the time of termination or within seventy-two (72) hours of their
15 resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor
16 Code §203.

17 106. As a result of Defendant’s failure to pay Plaintiff and the aggrieved employees at the
18 proper rate of pay for all hours worked as described above, Defendant violated Labor Code §204.

19 107. Defendant’s violation of Labor Code Labor Code §§201, 202, 203, 204, 226, 226.7,
20 510, and 512 was all done on a regular and consistent basis.

21 108. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §2699,
22 et seq. because of Defendant’s violation of Labor Code §§201, 202, 203, 204, 226, 226.7, 510, and
23 512.

24 109. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and all
25 other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial
26 subject to the following formula:
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- a. \$100 for the initial violation per employee per pay period; and
- b. \$200 for each subsequent violation per employee per pay period.

110. These penalties will be allocated 75% to the Labor & Workforce Development Agency and 25% to the Aggrieved Employees.

On January 14, 2020, Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency/Department of Industrial Relations website and mailed by certified mail, return receipt requested, to Defendant setting forth the specific facts and theories of the violations alleged against Defendants, as prescribed by Labor Code §2698 et seq. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has chosen not to investigate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For payment of earned wages, withheld earnings, and other damages according to proof in an amount to be ascertained at trial;
3. For penalties, statutory obligations, special damages, compensatory, and general damages in an amount to be proven at trial;
4. For punitive damages as allowed by law;
5. Loss of income incurred and to be incurred according to proof;
6. For reasonable attorneys' fees;
7. For costs of suit incurred herein;
8. For interest provided by law;
9. All damages and penalties pursuant to the California Labor Code;
10. For restitution and other equitable relief; and

///

11. For such other and further relief as the court deems just and proper.

Dated: June 30, 2020

By: FREIMAN LEGAL



Lawrence W. Freiman, Esq.

Counsel for Plaintiff Christian Roberts

DEMAND FOR JURY TRIAL

Plaintiff Christian Roberts demands a jury trial.

Dated: June 30, 2020

By: FREIMAN LEGAL



Lawrence W. Freiman, Esq.

Counsel for Plaintiff Christian Roberts

CERTIFICATE OF SERVICE

I, Mackenzie Clark, declare:

I am a resident of the State of California and over the age of eighteen years and represent the Plaintiff in the within action. My business address is 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401. On June 30, 2020, I served the within documents, entitled **FIRST AMENDED COMPLAINT** by mailing the documents listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail and emailing them addressed to:

Mark Posard
Aya Deam
Gordon Rees
633 West Fifth St., 52nd Floor
Los Angeles, CA 90071
mposard@grsm.com
adeam@grsm.com

1 I am readily familiar with the firm's practice of collection and processing documents for
2 mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with
3 postage thereon fully prepaid in the ordinary course of business.

4
5 By: *Mackenzie Clark*
6 Mackenzie Clark
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