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Attorneys for Plaintiff JOSE SANTIAGO
individually, and on behalf of others
similarly situated, and as an aggrieved
employee under the Labor Code Private
Attorneys General Act of 2004

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

JOSE SANTIAGO, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

ADVANCED PANEL SYSTEMS, LLC, an
Idaho limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: BCV-20-101462

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Breaks
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff JOSE SANTIAGO (“PLAINTIFF”), individually and on behalf of all others
2 similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other similarly-situated
5 current and former non-exempt employees of defendants ADVANCED PANEL SYSTEMS, LLC
6 (“ADVANCED PANEL SYSTEMS”) and DOES 1 through 50, inclusive (collectively,
7 “DEFENDANTS”), in the State of California during the relevant statutory period to recover,
8 among other things, unpaid compensation arising from DEFENDANTS’ failure to provide
9 employees meal and rest periods (or compensation therefor) as required under California law,
10 unpaid minimum and overtime wages, and unreimbursed business expenses. PLAINTIFF also
11 seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and
12 injunctive relief.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
16 business in California and regularly conduct business in California. Further, no federal question is at
17 issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Kern, California because
19 PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the
20 County of Kern, DEFENDANTS maintain offices and facilities and transact business in the
21 County of Kern, and DEFENDANTS’ illegal payroll policies and practices which are the subject
22 of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in
23 the County of Kern.

24 **THE PARTIES**

25 4. PLAINTIFF is resident of the State of California and a former employee of
26 DEFENDANTS.

27 5. PLAINTIFF brings this action on behalf of himself and the following similarly
28 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt

1 employees of DEFENDANTS in the State of California at any time within the period
2 beginning four (4) years prior to the filing of this action and ending at the time this action
3 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
4 to name additional class representatives.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that ADVANCED
6 PANEL SYSTEMS is, and at all times relevant hereto was, an Idaho limited liability company.
7 PLAINTIFF is further informed and believes, and thereon alleges, that ADVANCED PANEL
8 SYSTEMS is authorized and registered with the California Secretary of State to conduct business,
9 and does conduct business, in the State of California and has a principal place of business in the
10 State of California. Specifically, ADVANCED PANEL SYSTEMS maintains offices and
11 facilities, conducts business, and engages in illegal practices or policies in the County of Kern.

12 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
14 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
15 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
16 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
18 Court to amend this Complaint to allege their true names and capacities of such DOE defendants
19 when ascertained.

20 8. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
22 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
23 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
24 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
25 ostensible, of each other. Each defendant was completely dominated by his, her or its co-
26 defendant, and each was the alter ego of the other.

27 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
28 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly

1 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
2 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
3 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes
4 which include, but are not limited to, failing to provide meal periods; failing to authorize and
5 permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
6 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
7 and CLASS MEMBERS for necessary expenditures, in violation of the California Labor Code
8 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

9 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
10 of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
12 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
13 and scope of said agency, employment and/or direction and control.

14 11. As a direct and proximate result of the unlawful actions of DEFENDANTS,
15 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
16 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
17 Court.

18 **CLASS ACTION ALLEGATIONS**

19 12. This action is appropriately suited for a class action because:

20 a. The potential class is of a significant number. Joinder of all current and
21 former employees individually would be impracticable.

22 b. This action involves common questions of law and fact because the action
23 focuses on DEFENDANTS’ illegal practices and policies, which are applied to all non-exempt
24 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
25 Professions Code which prohibits unfair business practices arising from such violations.

26 c. PLAINTIFF’s claims are typical of the claims of the class because
27 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,
28 the applicable IWC Wage Order, and the Business and Professions Code.

1 d. PLAINTIFF will fairly and adequately protect the interests of all CLASS
2 MEMBERS.

3 e. A class action is superior to other available methods for fairly and
4 efficiently adjudicating the controversy.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Meal Periods**

7 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 11]**

8 **(Against all DEFENDANTS)**

9 13. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
10 the allegations in the foregoing paragraphs.

11 14. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
12 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
13 failed to provide PLAINTIFF and CLASS MEMBERS timely, uninterrupted 30-minute meal
14 periods, as required under California Labor Code §§ 226.7 and 512 and IWC Order No. 16-2001,
15 § 11.

16 15. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
17 Order No. 16-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who
18 were not provided with a meal period, in accordance with the applicable wage order, one
19 additional hour of compensation at each employee's regular rate of pay for each workday that a
20 meal period was not provided.

21 16. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Authorize and Permit Rest Breaks**

3 **[Cal. Labor Code § 226.7; IWC Wage Order No. 16-2001, § 12]**

4 **(Against all DEFENDANTS)**

5 17. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 18. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to authorize and permit rest breaks to PLAINTIFF and CLASS MEMBERS as required
10 under California Labor Code § 226.7 and IWC Wage Order No. 16-2001, § 12.

11 19. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
12 Order No. 16-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
13 provided with a rest break, in accordance with the applicable Wage Order, one additional hour of
14 compensation at each employee's regular rate of pay for each workday that a rest break was not
15 authorized or permitted.

16 20. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
18 earned and due, interest, penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Minimum Wages**

21 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4]**

22 **(Against all DEFENDANTS)**

23 21. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 22. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No.
26 16-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
27 worked in a payroll period is unlawful.

28 23. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and

1 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
2 suffering or permitting PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
3 suffering or permitting PLAINTIFF and CLASS MEMBERS to work through meal breaks
4 without compensation; illegally and inaccurately recording time worked by PLAINTIFF and
5 CLASS MEMBERS; and other methods to be discovered.

6 24. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194
7 and 1197 and IWC Wage Order No. 16-2001, § 4. As a proximate result of the aforementioned
8 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
9 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and
10 1197.1 and other applicable provisions under the Labor Code and IWC Wage Order, PLAINTIFF
11 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
12 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Overtime Wages**

15 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3]**

16 **(Against all DEFENDANTS)**

17 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 26. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No.
20 16-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS
21 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
22 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
23 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked
24 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
25 hours on the seventh consecutive day of work in any workweek.

26 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
27 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
28 Order No. 16-2001. During the CLASS PERIOD, DEFENDANTS failed to properly

1 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required
2 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
3 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay
4 as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 16-2001, § 3;
5 requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work off the clock;
6 requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work through meal
7 breaks without compensation; illegally and inaccurately recording time worked by PLAINTIFF
8 and CLASS MEMBERS; and other methods to be discovered.

9 28. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and
10 CLASS MEMBERS for all hours worked. As a proximate result, PLAINTIFF and CLASS
11 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
12 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
13 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
14 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
15 this Court.

16 29. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
17 511, 1194 and 1198 and IWC Wage Order No. 16-2001, § 3. Therefore, pursuant to California
18 Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1, and other applicable provisions under the
19 California Labor Code and applicable IWC Wage Order, PLAINTIFF and CLASS MEMBERS
20 are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus
21 interest, penalties, attorneys' fees, expenses, and costs of suit.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Labor Code §§ 201, 202, 203]**

25 **(Against all DEFENDANTS)**

26 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in the foregoing paragraphs.

28 31. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are

1 required to pay all earned and unpaid wages to an employee upon separation. California Labor
2 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
3 and unpaid at the time of discharge are due and payable immediately.

4 32. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
5 required to pay all accrued wages due to an employee no later than 72 hours after the employee
6 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
7 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

8 33. California Labor Code § 203 provides that if an employer willfully fails to pay, in
9 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
10 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
11 compensation to the employee at the same rate for up to 30 workdays.

12 34. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
13 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
14 California Labor Code §§ 201 and 202.

15 35. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
16 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
17 together with interest thereon, as well as other available remedies.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code § 226; IWC Wage Order No. 16-2001, § 7]**

21 **(Against all DEFENDANTS)**

22 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 37. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
25 to provide PLAINTIFF and CLASS MEMBERS timely and accurate itemized wage statements in
26 writing showing each employee's gross wages earned, total hours worked, all deductions made,
27 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
28 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the

1 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
2 § 226 and IWC Wage Order No. 16-2001, § 7.

3 38. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered
4 injury, and continue to suffer injury, as a result of DEFENDANTS' failure to provide timely and
5 accurate itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly
6 and easily determine from the wage statement alone one or more of the following: the gross
7 wages earned, total hours worked, all deductions made, net wages earned, the name and address
8 of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable
9 hourly rates in effect during each pay period and the corresponding number of hours worked at
10 each hourly rate.

11 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
13 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
14 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
15 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
16 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
17 California Labor Code § 226(e), as well as other available remedies.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
20 **Duties**

21 **[Cal. Labor Code § 2802]**

22 **(Against all DEFENDANTS)**

23 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 41. California Labor Code § 2802(a) requires an employer to indemnify an employee
26 for all necessary expenditures or losses incurred by the employee in direct consequence of the
27 discharge of his or her duties, or of his or her obedience to the directions of the employer.

28 42. During the CLASS PERIOD, DEFENDANTS failed to indemnify PLAINTIFF

1 and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of
2 the discharge of their duties while working under the direction of DEFENDANTS, including but
3 not limited to expenses for tools, mileage, cell phone usage, and other employment-related
4 expenses, in violation of California Labor Code § 2802.

5 43. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
7 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
8 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
9 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
10 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
11 available remedies.

12 **EIGHTH CAUSE OF ACTION**

13 **Unfair and Unlawful Business Practices**

14 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

15 **(Against all DEFENDANTS)**

16 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 45. Each and every one of DEFENDANTS' acts and omissions in violation of the
19 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
20 not limited to DEFENDANTS' failure to provide required meal periods, authorize and permit rest
21 periods, pay minimum and overtime wages for all hours worked, pay all wages due to discharged
22 and quitting employees, furnish accurate itemized wage statements, maintain required records,
23 and indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses
24 incurred in the discharge of their duties, constitute unfair and unlawful business practices under
25 California Business and Professions Code § 17200, et seq.

26 46. DEFENDANTS' violations of California wage and hour laws constitute a business
27 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
28 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and

1 CLASS MEMBERS.

2 47. DEFENDANTS have avoided payment of minimum wages, overtime wages, meal
3 period premiums, rest break premiums, and other benefits as required by the California Labor
4 Code, the California Code of Regulations, and the applicable IWC Wage Order. Further,
5 DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state
6 authorities under the California Labor Code and other applicable regulations.

7 48. As a result of DEFENDANTS' unfair and unlawful business practices,
8 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
9 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
10 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
11 MEMBERS.

12 49. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
13 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
14 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
15 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
16 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
17 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
18 jurisdiction of this Court.

19 **NINTH CAUSE OF ACTION**

20 **Representative Action for Civil Penalties**

21 **[Cal. Labor Code §§ 2698–2699.5]**

22 **(Against All DEFENDANTS)**

23 50. PLAINTIFF incorporates herein by specific reference as though fully set forth the
24 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
25 subparagraphs thereto.

26 51. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
27 Code § 2699(c) and a proper representative to bring a civil action on behalf of himself and other
28 current and former employees of DEFENDANTS pursuant to the procedures specified in

1 California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the
2 alleged violations of the California Labor Code were committed against PLAINTIFF.

3 52. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
4 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
5 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5 and 1197.1
6 and IWC Wage Order No. 16-2001, § 20, from DEFENDANTS in a representative action for the
7 violations set forth above, including but not limited to violations of California Labor Code
8 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is
9 also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor
10 Code § 2699(g)(1).

11 53. Pursuant to California Labor Code § 2699.3, PLAINTIFF gave written notice on
12 April 16, 2020 by online filing to the California Labor and Workforce Development Agency
13 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
14 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
15 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
16 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

17 54. Therefore, PLAINTIFF has complied with all of the requirements set forth in
18 California Labor Code § 2699.3 to commence a representative action under PAGA.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
21 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 22 1. For compensatory damages in an amount to be ascertained at trial;
- 23 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
24 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 25 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
26 and IWC Wage Order No. 16-2001;
- 27 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 28 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from

1 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
2 from engaging in the unlawful business practices complained of herein;

3 6. For waiting time penalties pursuant to California Labor Code § 203;

4 7. For statutory and civil penalties according to proof, including but not limited to all
5 penalties authorized by the California Labor Code §§ 226(e) and 2699;

6 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
7 Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
8 applicable provision providing for pre-judgment interest;

9 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
10 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions
11 providing for attorneys' fees and costs;

12 10. For declaratory relief;

13 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and
14 Eighth causes of action as a class action;

15 12. For an order appointing PLAINTIFF as class representative and PLAINTIFF's
16 counsel as class counsel; and

17 13. For such further relief that the Court may deem just and proper.

18
19 DATED: June 25, 2020

Respectfully submitted,

20 **MATERN LAW GROUP, PC**

21
22 By:



23 MATTHEW J. MATERN

DALIA KHALILI

24 ANDREW SOKOLOWSKI

SHOOKA DADASHZADEH

25 Attorneys for Plaintiff JOSE SANTIAGO,
26 individually and on behalf of all others similarly
27 situated
28

DEMAND FOR JURY TRIAL

PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a trial by jury on all issues so triable.

DATED: June 25, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

DALIA KHALILI

ANDREW SOKOLOWSKI

SHOOKA DADASHZADEH

Attorneys for Plaintiff JOSE SANTIAGO,
individually and on behalf of all others similarly
situated