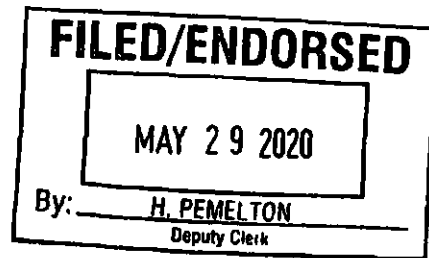


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34-2020-00279682

21 **IN AND FOR THE STATE OF CALIFORNIA**
22 **SUPERIOR COURT COUNTY OF SACRAMENTO**

23 KIRK VERGITH; and BERNANDITA
24 VERGITH

25 Plaintiffs,
26 vs.

27 HIDDEN GLEN APARTMENTS;
28 COTTAGE SQUARE APARTMENTS;
MAGNOLIA APARTMENTS;
INVESTMENT BANKER REAL
ESTATE; DIXON PLAZA; WAHEED W.
HAIDARI; and DOES 1 THROUGH 100

Defendants

COMPLAINT

Jury Trial Demanded

1. Failure To Pay Compensation for Forfeited Rest Periods— Cal. Labor Code § 226.7
2. Failure To Pay Compensation for Forfeited Meal Periods— Cal. Labor Code § 226.7
3. Failure To Pay Overtime Wages— Cal. Labor Code §§ 510 and 1194 (Wage Order 5-2001)
4. Failure To Pay Timely Earned Wages During Employment and Upon Separation from Employment— Cal. Labor Code § 203

1 5. Failure To Provide Accurate Pay
2 Stubs— Cal. Labor Code § 226

3 6. Failure to Pay Compensation for Off-
4 The-Clock work

5 7. Failure To Timely Pay Earned Wages—
6 Cal. Labor Code §§ 204 and 210

7 8. Failure To Pay Minimum Wages—Cal.
8 Labor Code §§ 1182.12, 1194, 1194.12, 1197,
9 and 1197.1

10 9. Violation of Business and Professions
11 Code §§ 17200, et. seq (Unlawful Prong).

12
13 Plaintiff(s) KIRK VERGITH and BERNANDITA VERGITH (hereinafter
14 “PLAINTIFFS”) allege and complain as follows, and pray for relief from the court as set forth
15 hereinbelow:

16 **I. NATURE OF THE ACTION**

17 1. From 2016 through sometime in 2019, PLAINTIFFS were employed as non-
18 exempt on-site apartment managers by HIDDEN GLEN APARTMENTS, COTTAGE SQUARE
19 APARTMENTS, MAGNOLIA APARTMENTS, INVESTMENT BANKER REAL ESTATE;
20 DIXON PLAZA, WAHEED W. HAIDARI, and DOES 1-100 (hereinafter collectively referred
21 to as “DEFENDANTS”).

22 2. PLAINTIFFS bring this action under California Labor Code §§ 203, 204, 210,
23 226, 226.7, 510, 1194, 1182.12, 1194, 1194.12, 1197, and 1197.1 and California Business &
24 Professions Code §§ 17-200, et seq. for damages, restitution, penalties, interest, attorneys’ fees
25 and costs against DEFENDANTS for failure to pay compensation for involuntarily forfeited rest
26 periods, failure to pay compensation for involuntarily forfeited meal periods, failure to pay
27 overtime wages, failure to pay minimum wages, failure to pay off the clock wages, failure to pay
28 timely wages during and upon separation of employment, failure to provide accurate paystubs,

1 and unfair competition.

2 3. PLAINTIFFS intend to amend this complaint to include a representative claim for
3 penalties that can be recovered under the Private Attorneys Generals Act ("PAGA") on behalf of
4 themselves and others similarly situated. PLAINTIFFS intend to notify the Labor Commissioner
5 under the Private Attorneys General Act ("PAGA") of violations referenced herein.

6 4. The California Labor Code guarantees certain rights to employees. In recognition
7 of the more favorable bargaining positions employers generally have over employees, these laws,
8 along with additional regulations that were adopted to carry out their enforcement, require
9 employers to comply with certain standards with regard to rest breaks and compensation for the
10 involuntary forfeiture thereof, meal breaks and compensation for the involuntary forfeiture
11 thereof, amounts of wages, credits against wages, timing of payment, record keeping, posting of
12 notice of notices, and the workplace environment in general. DEFENDANTS have violated
13 these laws and regulations and incurred liability to PLAINTIFFS by engaging in the following
14 conduct:

- 15 a. Failing to pay compensation for involuntarily forfeited rest periods;
- 16 b. Failing to pay compensation for involuntarily forfeited meal periods;
- 17 c. Failing to pay overtime compensation;
- 18 d. Failing to pay compensation for off-the-clock work;
- 19 e. Failing to provide paystubs in compliance with California law;
- 20 f. Failing to pay timely earned wages during employment and upon separation
21 from employment;
- 22 g. Failing to pay minimum wages.

23 5. This is also a representative action under California Business & Professions Code
24 § 17200, et. seq., on behalf of PLAINTIFFS and all individuals similarly situated who are
25 employed by or were formerly employed by DEFENDANTS within the State of California at
26 any time from four years prior to the date of the filing of this complaint through the present.

27 6. PLAINTIFFS may elect to amend this complaint, as appropriate, to add other
28 representative claims, counts, or causes of action that may become available to PLAINTIFFS as

1 a representative on behalf of all individuals similarly situated under the California Private
2 Attorneys General Act following exhaustion of any required pre-filing notice or procedure.

3 7. PLAINTIFFS, on behalf of themselves and on behalf of other current and former
4 non-exempt employees employed by DEFENDANTS also seek injunctive relief, restitution, and
5 other available relief for the violations alleged in this Complaint, pursuant to Business &
6 Professions Code §§ 17200, 17208, or any other applicable law, statute, regulation, or common
7 law authority.

8 **II. JURISDICTION**

9 8. This Court has jurisdiction over all the claims set forth hereinbelow under the
10 California Code of Civil Procedure, the California Labor Code, and the California Business &
11 Professions Code.

12 **III. VENUE**

13 9. Venue is proper in this Court as DEFENDANTS maintain offices and facilities
14 from which DEFENDANTS transact business in a variety of locations throughout California,
15 including in Sacramento County. The unlawful acts alleged herein have had a direct effect on
16 PLAINTIFFS. PLAINTIFFS worked in Sacramento County throughout the time that
17 PLAINTIFFS were employed by DEFENDANTS. DEFENDANTS' obligations to meet those
18 requirements set forth in the California Labor Code as alleged in this Complaint arose, in
19 significant if not in exclusive part, in Sacramento County.

20 **IV. THE PARTIES**

21 10. PLAINTIFFS reside in Sacramento County, California. From 2016 through
22 sometime in 2019, PLAINTIFFS were employed by DEFENDANTS as non-exempt on-site
23 apartment managers who 1) involuntarily forfeited meal breaks and did not receive compensation
24 therefor as required by California Law; 2) involuntarily forfeited rest periods and did not receive
25 compensation therefor as required by California Law; and 3) worked overtime without being
26 paid a premium therefor as required by California Law; 4) worked off-the-clock without being
27 compensated therefor as required by California Law; 5) did not timely receive all pay owed them
28 during and upon separation from employment as required by California Law; 6) were not

1 provided with accurate paystubs as required by California Law; were not paid minimum wages
2 as required by California Law.

3 11. DEFENDANTS HIDDEN GLEN APARTMENTS, COTTAGE SQUARE
4 APARTMENTS, MAGNOLIA APARTMENTS, INVESTMENT BANKER REAL ESTATE,
5 and DIXON PLAZA are an entities of types unknown to PLAINTIFFS. Defendant WAHEED
6 W. HAIDARI is a natural person.

7 12. The true names and capacities, whether individual, corporate, associate or
8 otherwise of the DEFENDANTS named herein as DOES 1 through 100, are unknown to
9 PLAINTIFFS at this time. PLAINTIFFS therefore sue said DEFENDANTS by such fictitious
10 names, Does 1 through 100. PLAINTIFFS will seek leave to amend this Complaint to allege the
11 true names and capacities of DOES 1 through 50 when their names are ascertained.
12 PLAINTIFFS are informed and believes, and based thereon alleges, that each of the DOE
13 DEFENDANTS is in some manner liable to PLAINTIFFS and/or other similarly situated
14 employees for the events and actions alleged herein. Unless otherwise specified by name, all
15 named DEFENDANTS and DOES 1 through 10 will be collectively referred to as "THE DOE
16 DEFENDANTS."

17 13. Based upon information and belief, PLAINTIFFS allege that at all times
18 mentioned herein, each and every defendant was acting as an agent and/or employee or joint
19 venturer of each of the other defendants, and at all times mentioned was acting within the course
20 and scope of said agency and/or employment and/or joint venture with the full knowledge,
21 permission, and consent of each of the other defendants. In addition, each of the acts and/or
22 omissions of each defendant alleged herein were made known to, and ratified by, each of the
23 other defendants.

24 14. DEFENDANTS and each of them were engaged in a common enterprise for
25 which all have joint liability. At all times relevant herein, DEFENDANTS, and each of them,
26 maintained joint control and were in law and in fact "Joint Employers" of PLAINTIFFS. At all
27 times relevant herein, DEFENDANTS retained and exercised the right to control the manner and
28 means by which DEFENDANTS, and each of them, had their employees accomplish their work,

1 and controlled the work of all employees, whether or not directly employed by DEFENDANTS
2 (versus through an agent including but not limited to a staffing agency). This included but was
3 not limited to direct control over hours worked, timing of shifts and breaks, and all terms and
4 conditions of employment and methods of completing assigned work.

5 **IV. FACTUAL BACKGROUND**

6 15. DEFENDANTS own and or manage apartment complexes.

7 16. PLAINTIFFS were hired as a non-exempt on-site apartment managers by
8 DEFENDANTS in 2016.

9 17. PLAINTIFFS performed maintenance work and clerical work for DEFENDANTS
10 throughout the time they worked for DEFENDANTS. In their capacity as on-site apartment
11 managers, PLAINTIFFS responded to the needs of tenants.

12 18. PLAINTIFFS regularly worked no fewer than five shifts per week throughout the
13 time that each was employed by DEFENDANTS.

14 19. PLAINTIFFS involuntarily forfeited rest periods they were entitled to without
15 being compensated therefor.

16 20. PLAINTIFFS involuntarily forfeited meal periods they were entitled to without
17 being compensated therefor.

18 21. PLAINTIFFS regularly worked more than 8 hours per day and/or more than 40
19 hours per week. PLAINTIFFS did not receive an overtime premium for hours worked above
20 these thresholds.

21 22. PLAINTIFFS were paid less than the minimum wage.

22 23. PLAINTIFFS were required to work off-the-clock by DEFENDANTS.
23 PLAINTIFFS were not compensated for this off-the-clock work.

24 24. Throughout their employment with DEFENDANTS, PLAINTIFFS performed
25 their clerical work satisfactorily or better. PLAINTIFFS' work was subject to the supervision and
26 direction of DEFENDANTS and several individuals who were acting as agents of
27 DEFENDANTS at all times relevant to this action.

28 //

1 **COUNT I**

2 **(Claim for Failure to Compensation for Involuntarily Forfeited Meal Breaks in Violation of**
3 **Labor Code § 226.7)**

4 **(PLAINTIFFS Against DEFENDANTS)**

5 25. PLAINTIFFS re-allege and incorporate by reference the foregoing allegations as
6 though set forth herein.

7 26. PLAINTIFFS were at all relevant times non-exempt employees of
8 DEFENDANTS and entitled to meal breaks as provided for by California Labor Code § 226.7 or
9 any other substantially similar wage order, regulation, or statute.

10 27. On every shift worked, DEFENDANTS failed to provide PLAINTIFFS the
11 required 30-minute meal period.

12 28. As a direct and proximate result of such involuntary forfeiture of meal breaks,
13 PLAINTIFFS were entitled to payment of one additional hour worth of wages at their regular
14 rate of pay for each day worked within the relevant statutes of limitations.

15 29. PLAINTIFFS suffered damages in that, to date, they have not been compensated
16 for such involuntary forfeiture of meal breaks and by way of this action seek such compensation,
17 interest thereon as allowed and/or required by law, costs of suit and reasonable attorney fees
18 incurred in the prosecution thereof.

19 **COUNT II**

20 **(Claim for Failure to Compensation for Involuntarily Forfeited Rest periods in Violation of**
21 **Labor Code § 226.7)**

22 **(PLAINTIFFS Against DEFENDANTS)**

23 30. PLAINTIFFS re-allege and incorporate by reference the foregoing allegations as
24 though set forth herein.

25 31. PLAINTIFFS were at all relevant times non-exempt employees of
26 DEFENDANTS and entitled to rest breaks as provided for by California Labor Code § 226.7 or
27 any other substantially similar wage order, regulation, or statute.

28 32. On every shift worked, DEFENDANTS failed to provide PLAINTIFFS the

1 required 10 minute rest periods.

2 33. As a direct and proximate result of such involuntary forfeiture of rest breaks,
3 PLAINTIFFS were entitled to payment of one additional hour worth of wages at thier regular
4 rate of pay for each day worked within the relevant statutes of limitations.

5 34. PLAINTIFFS suffered damages in that, to date, they not been compensated for
6 such involuntary forfeiture of rest breaks and by way of this action seek such compensation,
7 interest thereon as allowed and/or required by law, costs of suit and reasonable attorney fees
8 incurred in the prosecution thereof.

9 **COUNT III**

10 **(Claim for Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 1194, and**
11 **Wage Order No. 5-2001 § 3(A))**
12 **(PLAINTIFFS Against DEFENDANTS)**

13 35. PLAINTIFFS re-allege and incorporate by reference the foregoing allegations as
14 though set forth herein.

15 36. Eight hours of labor constitutes a day's work, and any work in excess of 8 hours
16 in 1 workday and any work in excess of 40 hours in any one workweek and any work on the
17 seventh consecutive day shall be compensated at the rate of no less than one and one half times
18 the regular rate of pay for an employee. Any work in excess of 12 hours in one day, or in excess
19 of 8 hours on the seventh consecutive day shall be compensated at the rate of no less than twice
20 the regular rate of pay for an employee. (Labor Code § 510.)

21 37. PLAINTIFFS worked more than 8 hours per workday on some occasions, and/or
22 more than 40 hours per workweek, and/or performed work on the seventh consecutive day of
23 working in an amount to be proven at trial, but did not receive that amount of overtime wages
24 required by California law for overtime hours suffered or permitted to work.

25 38. PLAINTIFFS suffered damages in that, to date, they have not been compensated
26 for overtime work and by way of this action seek such compensation, interest thereon as allowed
27 and/or required by law, costs of suit and reasonable attorney fees incurred in the prosecution
28 thereof.

1 **COUNT IV**

2 **(Claim for Failure to Pay Timely Earned Wages During Employment and Upon Separation**
3 **of Employment in Violation of Labor Code §§ 202 and 203)**

4 **(PLAINTIFFS Against DEFENDANTS)**

5 39. All prior paragraphs are incorporated by reference as though stated fully here.

6 40. Pursuant to Labor Code § 202, "If an employee not having a written contract for a
7 definite period quits his or her employment, his or her wages shall become due and payable not
8 later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or
9 her intention to quit, in which case the employee is entitled to his or her wages at the time of
10 quitting."

11 41. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to
12 pay, without abatement or reduction... any wages of an employee who is discharged or who
13 quits, the wages of the employee shall continue as a penalty from the due date thereof at the
14 same rate until paid or until an action therefor is commenced; but the wages shall not continue
15 for more than 30 days..."

16 42. PLAINTIFFS were not paid wages due upon termination of employment as
17 required by Labor Code §§ 202 and 203. PLAINTIFFS are entitled to waiting time penalties
18 pursuant to Labor Code § 203. PLAINTIFFS seek by way of this action the unpaid wages,
19 waiting time penalties, interest thereon in amounts to be proven at trial, and attorneys' fees and
20 costs incurred in the prosecution of this claim.

21 **COUNT V**

22 **(Claim for Failure to Provide Accurate Pay Stubs in Violation of Labor Code § 226)**

23 **(PLAINTIFFS Against DEFENDANTS)**

24 43. All prior paragraphs are incorporated by reference as though stated fully here.

25 44. Labor Code § 226 subdivision (a) requires, in pertinent part, that "Every employer
26 shall, semimonthly or at the time of each payment of wages, furnish each of his or her
27 employees, either as a detachable part of the check, draft, or voucher paying the employee's
28 wages, or separately when wages are paid by personal check or cash, an accurate itemized

1 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
2 except for any employee whose compensation is solely based on a salary and who is exempt
3 from payment of overtime under subdivision (a) of § 515 or any applicable order of the Industrial
4 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if
5 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
6 on written orders of the employee may be aggregated and shown as one item, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and his or her social security number, except that by January 1, 2008, only the last four
9 digits of his or her social security number or an employee identification number other than a
10 social security number may be shown on the itemized statement, (8) the name and address of the
11 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
12 and the corresponding number of hours worked at each hourly rate by the employee. . ." (Labor
13 Code § 226 subdivision (a).)

14 45. PLAINTIFFS are informed and believed and based upon such information and
15 belief allege that PLAINTIFFS never received any wage statement with all of the required
16 information set forth under Labor Code § 226 from DEFENDANTS and that PLAINTIFFS
17 suffered damages from not receiving wage statements.

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

27 47. For DEFENDANTS' misconduct as alleged in this Complaint, PLAINTIFFS seek
28 actual damages, penalties, costs and attorneys' fees pursuant to Labor Code § 226 subdivision (e)

1 in an amount to be proven at trial.

2 48. For DEFENDANTS' misconduct as alleged herein, PLAINTIFFS seek injunctive
3 relief and attorneys' fees and costs pursuant to § 226 subdivision (g) in an amount to be proven
4 at trial.

5 49. PLAINTIFFS seek, on behalf of themselves penalties and/or damages throughout
6 the applicable statute of limitations periods pursuant to Labor Code § 226(e) (\$50 per employee
7 per initial pay period, \$100 per subsequent period up to \$4,000 per employee.) PLAINTIFFS
8 seek costs and attorney fees incurred attendant to this claim.

9 **COUNT VI**

10 **(Claim for Compensation for Off-The-Clock Work)**

11 **(PLAINTIFFS Against DEFENDANTS)**

12 50. All prior paragraphs are incorporated by reference as though stated fully here.

13 51. DEFENDANTS failed to pay PLAINTIFFS for other off-the-clock work.

14 52. PLAINTIFFS seek compensation at their regular rates of pay for such off the
15 clock work and interest thereon, as well as costs and attorney's fees attendant to this claim.

16 **COUNT VII**

17 **(Claim for Failure to Timely Pay Wages Earned in Violation of Labor Code §§ 204 and**
18 **210)**

19 **(PLAINTIFFS Against DEFENDANTS)**

20 53. All prior paragraphs are incorporated by reference as though stated fully here.

21 54. DEFENDANTS failed to timely pay compensation to PLAINTIFFS as required
22 by Labor Code § 204.

23 55. PLAINTIFFS seek penalties, interest, costs and attorney's fees attendant to this
24 claim pursuant to §§ 210.

25 **COUNT VIII**

26 **(Claim for Failure to Pay MINIMUM WAGES, Labor Code §§ 1182.12, 1194, 1194.2, and**
27 **1197)**

28 **(PLAINTIFFS Against DEFENDANTS)**

56. PLAINTIFFS re-allege and incorporate by reference the foregoing allegations as though set forth herein.

57. Pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197 it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission ("IWC") Wage Orders.

58. PLAINTIFFS were not paid minimum wages for all hours suffered or permitted to have been worked in violation of the minimum wage provisions of California Labor Code §§ 1182.12, 1194, 1194.2, and 1197.

59. Labor Code § 1194.2(a) provides that in an action to recover wages because of the payment of a wage less than the minimum wage fixed by IWC Wage Orders, an employee is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

60. DEFENDANTS have intentionally failed and refused, and continue to fail and refuse, to pay PLAINTIFFS minimum wages for all time suffered or permitted to work.

61. PLAINTIFFS requests the recovery of the unpaid minimum wages, waiting time penalties, liquidated damages, interest, attorneys' fees, and costs in an amount to be determined at trial.

COUNT IX

(Claim Pursuant Business & Professions Code § 17-200 et seq. for Restitution and

Injunctive Relief)

(PLAINTIFFS Against DEFENDANTS)

62. All prior paragraphs are incorporated by reference as though stated fully here.

63. The conduct by DEFENDANTS alleged herein constitutes business practices that are longstanding, systemic, intentional, and ongoing.

64. Said practices are unlawful, as alleged in the foregoing.

65. Said practices are unfair in that, *inter alia*, these practices deprive employees of compensation for involuntarily forfeited meal breaks to which they are entitled.

66. Said practices are unfair in that, *inter alia*, these practices deprive employees of

1 compensation for involuntarily forfeited rest periods to which they are entitled.

2 67. Said practices are unfair in that, *inter alia*, these practices deprive employees of
3 overtime compensation to which they are entitled.

4 68. Because of the scale of DEFENDANTS' operation in California, this wrongful
5 behavior affects a meaningful group of Californians.

6 69. PLAINTIFFS, on behalf of themselves and similarly situated employees, seek
7 injunctive relief within the discretion of the court, including but not limited to an order that
8 DEFENDANTS amend their business practices to comply unambiguously with Labor Code §
9 226.7.

10 70. PLAINTIFFS, on behalf of themselves and similarly situated employees, seek
11 restitution of compensation for involuntarily forfeited meal breaks, plus interest thereon, costs of
12 suit and reasonable attorney fees incurred in the prosecution thereof.

13 71. PLAINTIFFS, on behalf of themselves and similarly situated employees, seek
14 restitution of compensation for involuntarily forfeited rest periods, plus interest thereon, costs of
15 suit and reasonable attorney fees incurred in the prosecution thereof.

16 72. PLAINTIFFS, on behalf of themselves and similarly situated employees, seek
17 restitution of compensation for overtime premiums, minimum wages, and work performed off-
18 the-clock.

19 73. Due to the public benefit conferred by such relief, PLAINTIFFS, on behalf of
20 themselves and similarly situated employees, seek attorney fees pursuant to Code of Civil
21 Procedure § 1021.5.

22 **[PROPOSED] COUNT IX**

23 **[(PROPOSED) Claim on Behalf of PLAINTIFF and Similarly Situated Employees for**
24 **Penalties Pursuant to PAGA – Labor Code § 2699, et. seq.)**

25 **(PLAINTIFFS Against DEFENDANTS)**

26 74. All prior paragraphs are incorporated by reference as though stated fully here.

27 75. As alleged above, DEFENDANTS failed to comply with the California Labor
28 Code.

1 76. PLAINTIFFS and similarly situated employees are “aggrieved employees” as
2 defined by Labor Code § 2699(a). Pursuant to Labor Code § 2699, the Labor Code Private
3 Attorneys General Act of 2004, PLAINTIFFS notified the Labor Commissioner on May XX,
4 2020 of the violations referenced herein and of PLAINTIFFS’ intention to file this action on
5 behalf of herself and other current and former employees of DEFENDANTS. The Labor
6 Commissioner did not respond to PLAINTIFF’S notice within 60 days.

7 77. PLAINTIFFS seek all applicable penalties, on behalf of himself and similarly
8 situated employees, that may be recovered in addition to other damages pursuant to Labor Code
9 § 2699 et seq.

10 **DEMAND FOR JURY TRIAL**

11 1. PLAINTIFF(S) demand a jury trial.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANTS as follows:

- 14 1. For payment of compensation for involuntarily forfeited meal breaks according to proof
15 in an amount to be ascertained at trial;
- 16 2. For payment of compensation for involuntarily forfeited rest periods according to proof
17 in an amount to be ascertained at trial;
- 18 3. For payment of overtime compensation;
- 19 4. For payment for work performed off-the-clock;
- 20 5. For payment of minimum wages;
- 21 6. For payment of all statutory obligations and penalties as required by law;
- 22 7. For penalties, special damages, and general damages in an amount to be proven at trial;
- 23 8. For reasonable attorneys’ fees as provided by statute;
- 24 9. For costs of suit incurred herein;
- 25 10. For interest provided by law;
- 26 11. [For penalties provided by law including, but not limited to, California Labor Code § 2699
27 et. seq.]
- 28 12. For injunctive relief as the court deems proper, including but not necessarily limited to

1 order(s) compelling ongoing compliance with Labor Code § 226.7.

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

3
4
5 May 22, 2020

Respectfully Submitted,

6 The Darren Guez Law Firm

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8

9 Darren Guez, Esq.

10 Attorney for Plaintiff
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