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Attorneys for Plaintiff JOSHUA MOTTASHED
on behalf of himself and similarly situated employees

BY FAX

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOSHUA MOTTASHED, individually and
as an aggrieved employee pursuant to the
Private Attorneys General Act (PAGA),

Plaintiffs,

vs.

PRIMARY RESIDENTIAL MORTGAGE,
INC.; Does 1 through 20, inclusive,

Defendants.

Case No. **34-2020-00284903**

COMPLAINT FOR DAMAGES:

1. Failure to Pay Minimum Wage for All Hours Worked;
2. Failure to Provide Compliant Wage Statements;
3. Waiting Time Penalties;
4. Failure to Pay Overtime Wages;
5. Failure to Provide Meal and Rest Periods;
6. Failure to reimburse business expenses;
7. Violation of California Unfair Competition Law (Business & Professions Code § 17200 et seq.);
8. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 et seq.

JURY TRIAL DEMANDED

1 Plaintiff JOSHUA MOTTASHED ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees hereby files this Complaint against Defendant PRIMARY RESIDENTIAL
3 MORTGAGE, INC.; Does 1 through 20 (collectively referred to as "Defendants"). Plaintiff alleges
4 the following:

5 **INTRODUCTION**

6 1. This complaint is brought by Plaintiff seeking individual damages and PAGA
7 penalties for failure to provide accurate wage statements, missed meal and rest periods, unpaid off
8 the clock work, unpaid minimum and overtime wages, and derivative civil and statutory penalties.
9 Plaintiff seeks these damages and penalties, plus interest and attorney's fees, on behalf of himself
10 and similarly situated employees.

11 2. During all relevant times, Plaintiff and similarly situated employees worked for
12 Defendants as employees.

13 **JURISDICTION AND VENUE**

14 3. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
15 violations of California Labor Code §§ 201, 203, 226, 226.3, 213, 2698 *et seq.*, Business and
16 Professions Code § 17200 *et seq.*

17 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
18 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

19 **PARTIES**

20 5. Plaintiff JOSHUA MOTTASHED is over the age of eighteen (18) and is a resident of
21 the State of California and a former employee of Defendants.

22 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant PRIMARY
23 RESIDENTIAL MORTGAGE, INC. is now and/or at all times mentioned in this Complaint a
24 Nevada Corporation and the owner and operator of an industry, business and/or facility licensed to
25 do business and actually doing business in the State of California.

26 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
27 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
28 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants

1 were at all relevant times advised by skilled California employment law attorneys and knew the
2 requirements of the California Labor Code with respect to employee wage statements, payment of
3 wages, calculation of overtime wages, and provision of meal and rest periods.

4 8. Defendants proximately caused Plaintiff and similarly situated employees to be
5 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
6 Complaint.

7 9. Plaintiff is further informed and believes, and thereon alleges, that each of the
8 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
9 joint venturer of the remaining defendants and was acting within the course and scope of that
10 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
11 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
12 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
13 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
14 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
15 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
16 through 20, inclusive, when they have been determined.

17 10. On June 8, 2020, Plaintiff filed his Labor Code § 2699.3 Private Attorney General
18 Act ("PAGA") notice with the California Labor & Workforce Development Agency ("LWDA").
19 The LWDA has not yet responded to the PAGA Notice.

20 **GENERAL ALLEGATIONS**

21 11. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 10 as
22 though fully set forth herein.

23 12. Plaintiff worked for Defendant as a Senior Mortgage Loan Officer from
24 approximately July 9, 2018 through approximately April 24, 2019. During his employment,
25 Plaintiff, and other aggrieved employees, have been made to suffer numerous violations of the
26 California Labor Code.

27 13. Defendant did not allow Plaintiff and similarly situated employees to take their
28 statutorily required meal and rest periods. Specifically, Plaintiff and similarly situated employees

1 were frequently required to work long hours. On these shifts, Plaintiff and similarly situated
2 employees were not provided with second meal periods for shifts worked over 10 hours, and no
3 additional rest period was offered or provided.

4 14. Additionally, Defendant did not maintain a facially compliant policy regarding the
5 provision of meal and rest periods, and meal and rest periods were not provided in compliance
6 with California law. Defendant failed to provide Plaintiff and other similarly situated employees
7 a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the
8 law.

9 15. Defendant required Plaintiff and similarly situated employees to falsify their
10 timecards in order to avoid the payment of overtime. Defendant also required Plaintiff and
11 similarly situated employees to claim vacation time was taken in order to reduce the wages paid,
12 when in fact the hours coded as vacation time were actually hours worked. Defendant engaged
13 in these practices in order to reduce the wages and overtime paid to Plaintiff and similarly
14 situated employees.

15 16. Defendant also failed to provide rest periods to Plaintiff and similarly situated
16 employees for every 4 hours worked or major fraction thereof.

17 17. Upon hire, Plaintiff and similarly situated employees were required to sign an
18 employment agreement with several unconscionable and illegal provisions. For example, the
19 employment contract states that any disputes regarding employment must be adjudicated in the
20 state of Utah, although Plaintiff and similarly situated employees worked only in the State of
21 California. This is in direct violation of Labor Code section 925.

22 18. The Agreement states that final wages will be withheld under the terms of the
23 agreement if the Plaintiff and similarly situated employees refused to repay certain wages. The
24 illegality of the contract is a violation of Labor Code section 432.5.

25 19. Defendant also underpaid Plaintiff and similarly situated employees when they
26 were paid on a commission-only basis because Plaintiff and similarly situated employees were
27 not paid separately for rest breaks and other non-productive time. *See Vaquero v. Stoneledge*
28 *Furniture LLC*, Calif. Ct. App., No. B269657 (Feb. 28, 2017).

20. As a result, Defendant did not provide Plaintiff and similarly situated employees' legally compliant wage statements noting, among other things, total hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. The wage statements issued to Plaintiff and similarly situated employees were also inaccurate because they fail to show whether overtime was paid, and at what rate. Nor do the wage statements issued to Plaintiff and similarly situated employees indicate whether commission and other incentive compensation is factored into the regular rate of pay.

21. Defendant also did not provide Plaintiff and similarly situated aggrieved employees all wages owed upon their termination or within seventy-two (72) hours of their separation from employment.

22. Defendants' uniform policies and practices not to provide Plaintiff and similarly situated employees with compliant wage statements, not to provide meal and rest periods, not to pay all overtime and minimum wages, and not to provide all wages owing at the time of termination of employment are evidenced by Defendants' business records.

23. Plaintiff also incurred various business expenses that Defendants failed to reimburse.

24. Plaintiff is informed and believes that Defendant committed numerous other violations of the California Labor Code, including but not limited to those identified in this letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he experienced them personally or not.

FIRST CAUSE OF ACTION
(Failure to Pay Minimum Wage for All Hours Worked)

25. Plaintiff hereby incorporates by reference Paragraphs 1 through 24 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

26. Defendant was required to compensate Plaintiff and similarly situated employees with at least the State's minimum wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

27. Defendant was aware of its obligation to pay the minimum wage but failed to do so.

28. Defendant's conduct described herein violates California Labor Code section 1194, and Wage Orders. As a proximate result of Defendant's conduct, Plaintiff has been damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

SECOND CAUSE OF ACTION
(Failure to Provide Accurate Wage Statements)

29. Plaintiff incorporates by reference and re-allege paragraphs 1 through 28 as though fully set forth herein.

30. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least

1 *three years at the place of employment or at a central location within the*
2 *State of California.*

3 31. Plaintiff alleges that Defendant intentionally and knowingly failed to provide an
4 itemized statement or failed to provide an accurate and complete itemized statement showing the
5 requirements set forth in Labor Code section 226(a). Defendant also failed to list on the wage
6 statements provided to Plaintiff all hours worked and the correct regular rate for overtime
7 purposes.

8 32. Additionally, Plaintiff alleges he suffered injury as a result of Defendant's failure
9 to provide accurate and complete information as required by any one or more of items (1) to (9),
10 inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily
11 determine (i.e. a reasonable person in each Plaintiff's position would not be able to readily
12 ascertain the information without reference to other documents or information) from the wage
13 statement alone.

14 33. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendant
15 to comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil
16 penalties.

17 **THIRD CAUSE OF ACTION**
18 **(Waiting Time Penalties)**

19 34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as
20 though fully set forth herein.

21 35. An employer must pay an employee who is terminated all unpaid wages
22 immediately upon termination. Labor Code § 201.

23 36. An employer must pay an employee who resigns all unpaid wages within seventy-
24 two (72) hours of resignation. Labor Code § 202.

25 37. An employer who willfully fails to pay an employee wages in accordance with
26 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty
27 (30) days. Labor Code § 203.

28 38. Plaintiff and similarly situated employees did not receive all wages, including
 minimum and overtime wages and meal and rest period premiums, at his termination or

1 separation from employment. Specifically, Defendant failed to pay Plaintiff all wages owed at
2 the time of termination.

3 39. Defendant knew of its obligation to pay Plaintiff for all hours worked because
4 they had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8)
5 hours a day and/or forty (40) hours a week. Such conduct shows Defendant's knowledge of its
6 obligation to pay all wages owed upon termination and willful refusal.

7 40. As a proximate result of the Defendant's conduct, Plaintiff has been damaged and
8 deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for
9 Defendants' failure to pay all wages due in an amount to be established at trial.

10 **FOURTH CAUSE OF ACTION**
11 **(Failure to Pay Overtime Wages)**

12 41. Plaintiff incorporates by reference and re-allege paragraphs 1 through 40 as
13 though fully set forth herein.

14 42. During the period Plaintiff was employed by Defendant, Defendant was required
15 to compensate him one and one-half (1½) times the regular rate of pay for hours worked in
16 excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular
17 rate of pay for hours worked in excess of twelve (12) hours per day. See California Labor Code
18 §§ 510, 1194. Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty
19 (40) hours per week, Defendant failed to pay all overtime wages owed to him.

20 43. Plaintiff was a non-exempt employee under the administrative, executive, or
21 professional exemptions of the applicable Wage Order and California Labor Code section 510.

22 44. On information and belief, Defendant did not calculate the regular rate of pay
23 correctly for purposes of paying overtime, thus Plaintiff and other employees in California were
24 underpaid overtime wages.

25 45. Plaintiff and similarly situated employees received various forms of
26 nondiscretionary incentive pay, and these payments were not factored into Plaintiff's and
27 similarly situated employees' regular rate of pay for overtime purposes
28

1 46. Defendant's conduct described herein violates California Labor Code sections 510
2 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
3 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now
4 seek these wages, attorney's fees and costs, and interest pursuant to California Labor Code
5 sections 1194.

6 **FIFTH CAUSE OF ACTION**
7 **(Failure to Provide Meal and Rest Periods)**

8 47. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as
9 though fully set forth herein.

10 48. An employer must provide an employee a meal period and/or rest period in
11 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

12 49. Labor Code section 510 and Wage Order 2-2001, section 11(A) require an
13 employer to provide a meal period of not less than thirty (30) minutes for each work period of
14 more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the
15 employer must provide a second meal period.

16 50. Labor Code section 510 and Wage Order 2-2001 section 12(A) require an
17 employer to provide a rest period of not less than ten (10) minutes for each work period of more
18 than four (4) hours or a major fraction thereof.

19 51. Plaintiff alleges that Defendant failed to provide Plaintiff with meal breaks of at
20 least thirty (30) minutes for several work periods that Plaintiff worked more than five (5) hours in
21 a day, or to take a second meal break of at least thirty (30) minutes for several work periods that
22 Plaintiff worked more than ten (10) hours in a day.

23 52. Plaintiff further alleges that Defendant failed to provide rest breaks of at least ten
24 (10) minutes for each work period that he and similarly situated employees worked for four (4)
25 hours or major fraction thereof.

26 53. As a proximate cause of Defendant's failure to provide meal and rest periods,
27 Plaintiff is entitled to one (1) hour of pay at the regular rate of compensation for each meal period
28 or rest period not provided, as a wage, from three (3) years of the filing of this action, in an

1 amount to be established at trial. *See* Labor Code § 226.7 and Wage Order 2-2001 §§ 11(B),
2 12(B).

3 **SIXTH CAUSE OF ACTION**
4 **(Failure to Reimburse Business Expenses)**

5 54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though
6 fully set forth herein.

7 55. Labor Code section 2802(a) states that "An employer shall indemnify his or her
8 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
9 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
10 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
11 unlawful."

12 56. Defendants knew that Plaintiff incurred expenses for work purposes, including but
13 not necessarily limited to cell phone usage. However, Defendants did not reimburse Plaintiff for
14 these expenses.

15 57. Defendants' conduct described herein violated California Labor Code section 2802.
16 As a proximate result of Defendants' conduct, Plaintiff has been damaged in an amount to be
17 established at trial, and is entitled to recover these damages, as well as interest and reasonable
18 attorney's fees and costs, pursuant to statute.

19 **SEVENTH CAUSE OF ACTION**
20 **(Unfair Competition)**

21 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as
22 though fully set forth herein.

23 59. Unfair competition shall mean and include any unlawful, unfair or fraudulent
24 business act or practice and unfair, deceptive, untrue or misleading advertising and any act
25 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
26 Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

27 60. Defendant committed numerous violations of the California Labor Code
28 throughout the employment relationship.

1 61. Plaintiff is also informed and believes and thereon alleges that such actions and/or
2 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
3 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
4 *Co.*, 23 Cal. 4th 163 (2000).

5 62. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to
6 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
7 restitution as a result of its unfair business practices, including, but not limited to, public
8 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
9 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
10 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

11
12 **EIGHTH CAUSE OF ACTION**
13 **(Civil Penalties Pursuant to PAGA § 2698 *et seq.*)**

14 63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as
15 though fully set forth herein.

16 64. Plaintiff brings this cause of action as a proxy for the State of California and in
17 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of
18 the California Labor Code, including but not necessarily limited to, those Labor Code violations
19 identified as follows:

20 65. **Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)**
21 Labor Code section 1174(d) requires employers to keep "payroll records showing the hours
22 worked daily by and the wages paid to . . . employees . . . These records shall be kept in
23 accordance with rules established for this purpose by the commission, but in any case shall be
24 kept on file for not less than three years." Defendant did not keep accurate information regarding
25 all hours worked by Plaintiff and similarly situated employees, largely by failing to accurately
26 record all time worked on their time records.

27 66. **Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage**
28 **Statements)** Labor Code section 226 requires employers to furnish to employees with "an
accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by

1 the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
4 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
5 and only the last four digits of his or her social security number or an employee identification
6 number other than a social security number, (8) the name and address of the legal entity that is
7 the employer . . . and (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee” For the
9 reasons stated above, Defendant failed to comply with these requirements with respect to
10 Plaintiff and similarly situated employees in violation of the Labor Code.

11 67. **Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3**
12 **(Failure to Pay Overtime Wages)** Labor Code sections 510 and 1194 require employers to pay
13 employees overtime for any work in excess of eight (8) hours in one workday and any work in
14 excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first
15 eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers
16 must pay double time for all hours worked in excess of twelve (12) hours in any workday and for
17 all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek.
18 As stated above, Plaintiff and similarly situated employees worked over eight (8) hours per day
19 and forty (40) hours per week and were not paid overtime wages. Plaintiff and all similarly
20 situated employees are entitled to recover all unpaid overtime wages.

21 68. **Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 5-2001, § 4**
22 **(Failure to Pay Minimum Wages)** During the period Plaintiff and similarly situated employees
23 were employed by Defendants they were entitled to be paid at least the State’s minimum wage
24 rate for each hour that they worked. *See, e.g.,* IWC Wage Order MW-2014, MW-2017; IWC
25 Wage Order No. 5-2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated
26 above, Defendants did not pay Plaintiff and similarly situated employees at least minimum wage
27 for all hours worked. Thus, Plaintiff and similarly situated employees were not paid at least the
28 applicable state minimum wage for all hours worked in violation of the Labor Code.

1 69. **Violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 11(A)**
2 **(Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)** Labor Code section
3 226.7 and IWC Wage Order No. 4-2001, section 11(A) require employers to provide employees
4 meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated above,
5 Plaintiff and similarly situated employees were not authorized and permitted to take legally
6 compliant meal periods pursuant to California law. Defendant also failed to pay any meal period
7 premiums for its failure to provide meal periods.

8 70. **Violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A)**
9 **(Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)** Labor Code section
10 226.7 and IWC Wage Order No. 5-2001, section 12(A) require employers to provide employees
11 paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked.
12 For the reasons stated above, Plaintiff and similarly situated employees were not authorized and
13 permitted to take legally compliant rest periods pursuant to California law in violation of the
14 Labor Code. Defendant also failed to pay any rest period premiums for their failure to provide
15 rest periods.

16 71. **Violation of Labor Code §§ 201–203 (Failure to Timely Pay Final Wages)**
17 Labor Code sections 201–203 require that all wages, including overtime, minimum wages and
18 meal and rest period premiums, be paid to employees upon separation and/or termination of
19 employment. Here, for the reasons stated above, aggrieved employees did not receive all final
20 wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as
21 required by Labor Code sections 201–203.

22 72. **Violation of Labor Code § 432.5 (Unlawful Terms and Conditions)** During the
23 period Plaintiff and similarly situated employees were employed by Defendant they were
24 required to sign employment contracts that contained illegal provisions. Labor Code section
25 432.5 prohibits employers from “require[ing] any employee or applicant for employment to
26 agree, in writing, to any term or condition which is known by such employer, or agent, manager,
27 superintendent, or officer thereof to be prohibited by law.”
28

73. **Violation of Labor Code § 925 (Unlawful Choice of Venue)** During the period Plaintiff and similarly situated employees were employed by Defendant they were required to sign employment contracts that required them to adjudicate any claims in the State of New York. Labor Code section 925 provides that “[a]n employer shall not require an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would do either of the following: (1) Require the employee to adjudicate outside of California a claim arising in California; (2) Deprive the employee of the substantive protection of California law with respect to a controversy arising in California.”

74. On or about June 8, 2020, Plaintiff sent written notice to the LWDA regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. As of the date of the filing of this First Amended Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has exhausted his administrative remedies under PAGA and may proceed in this Court.

75. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from June 8, 2019, through trial on this matter.

76. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (Ct. App. 2018), reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he experienced them personally or not.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
3. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's

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- fees;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: September 3, 2020

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff JOSHUA MOTTASHED

1 **JURY TRIAL DEMAND**

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3 Plaintiff hereby demands a trial by jury.

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6 Dated: September 3, 2020

7 **Castle Law: California Employment Counsel, PC**

8 By: 

9 Timothy B. Del Castillo

10 Kent L. Bradbury

11 Attorneys for Plaintiff JOSHUA MOTTASHED

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