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FILED/ENDORSED

DEC 28 2020

By: R. San Miguel
Deputy Clerk

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

ALAN ENOMOTO, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

WORLDWIDE ENVIRONMENTAL
PRODUCTS, INC., a California Corporation;
WILLIAM DELANEY, an individual;
MICHAEL DELANEY, an individual;
JAMES DELANEY, an individual; and DOES
1 to 100, inclusive,

Defendants.

Case No. 34-2020-00282573

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff ALAN ENOMOTO ("Plaintiff"), on behalf of himself and all other similarly
situated employees, hereby files this Complaint against Defendants WORLDWIDE
ENVIRONMENTAL PRODUCTS, INC., a California Corporation; WILLIAM DELANEY, an
individual; MICHAEL DELANEY, an individual; JAMES DELANEY, an individual; and DOES 1
to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and
belief, Plaintiff alleges the following:

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PARTIES

5. ALAN ENOMOTO is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, WORLDWIDE ENVIRONMENTAL PRODUCTS, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that WILLIAM DELANEY is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that WILLIAM DELANEY is an owner, director, officer, and/or managing agent of WORLDWIDE ENVIRONMENTAL PRODUCTS, INC. responsible for causing the violations outlined in the first through sixth and eighth causes of action. As such WILLIAM DELANEY is individually liable pursuant to California Labor Code section 558.1.

8. Plaintiff is informed and believes, and thereupon alleges, that MICHAEL DELANEY is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that MICHAEL DELANEY is an owner, director, officer, and/or managing agent of WORLDWIDE ENVIRONMENTAL PRODUCTS, INC. responsible for causing the violations outlined in the first through sixth and eighth causes of action. As such MICHAEL DELANEY is individually liable pursuant to California Labor Code section 558.1.

9. Plaintiff is informed and believes, and thereupon allege(s), that JAMES DELANEY is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that JAMES DELANEY is an owner, director, officer, and/or managing agent of WORLDWIDE ENVIRONMENTAL PRODUCTS, INC. responsible for causing the violations outlined in the first through sixth and eighth causes of action. As such JAMES DELANEY is individually liable pursuant to California Labor Code section 558.1.

10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true

1 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
2 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
3 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
4 Plaintiff.

5 11. At all times mentioned herein, each Defendant was the agent or employee of each of the
6 other Defendants and was acting within the course and scope of such agency or employment. The
7 Defendants are jointly and severally liable to Plaintiff.

8 12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
9 were members of and/or engaged in a joint employment, joint venture, partnership and common
10 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
11 joint venture, partnership and common enterprise.

12 13. Defendants, and each of them, now and/or at all times mentioned in this Complaint
13 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14 14. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
15 wrongs, complaints, injuries and/or damages alleged in this Complaint.

16 CLASS ALLEGATIONS

17 15. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and
18 all others similarly situated as a class action pursuant to California Code of Civil Procedure section
19 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

20 Any and all hourly non-exempt employees who have worked, or continue
21 to work, for Defendants in California from July 30, 2016 the present.

22 16. This action has been brought and may be properly maintained as a class action,
23 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
24 defined community of interests in the litigation and the proposed class is easily ascertainable.

25 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
26 is impracticable under the circumstances of this case. While the exact number of class
27 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
28 Defendants have employed as many as fifty (50) individuals falling within the above

1 stated class definition throughout the State of California during the applicable statute of
2 limitations, who were subjected to the policies and practices outlined in this Complaint.
3 As such, joinder of all members of the putative class is not practicable.

4 (b) Common Questions Predominate: Common questions of law and fact exist as to all
5 members of the putative class and predominate over questions that affect only individual
6 members of the class. These common questions of law and fact include, without
7 limitation, the following:

- 8 (1) Whether Defendants inappropriately to compensate Plaintiff and putative class
9 members for drive time to the first job site and from the last jobsite;
 - 10 (2) Whether Defendants exercised control over Plaintiff and putative class members
11 when they drove to the first job site and from the last jobsite;
 - 12 (3) Whether Defendants deducted at least thirty minutes for travel to the first job site
13 even when the travel took Plaintiff and putative class members less than thirty
14 minutes;
 - 15 (4) Whether Defendants deducted compensable hours whenever GPS records
16 indicated any idling or stops outside of client locations;
 - 17 (5) Whether Defendants failed to pay for time spent on rest periods;
 - 18 (6) Whether Defendants maintained accurate payroll records;
 - 19 (7) Whether Defendants properly counted all hours worked for purposes of sick leave
20 accrual entitlements;
 - 21 (8) Whether Defendants paid for all overtime hours worked;
 - 22 (9) Whether Defendants properly calculated the regular rate of pay for purposes of
23 premium payment and sick leave wages;
 - 24 (10) Whether Defendants failed to authorize and permit all meal and rest periods;
 - 25 (11) Whether Defendants provided sick leave to all employees as required under
26 California law;
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- 1 (12) Whether as a result of Defendants' policies and practices Plaintiff and putative
2 class members received all wages, due and owing, at the time of their termination
3 or separation; and
4 (13) Whether Defendants provided Plaintiff's and putative class members with wage
5 statements that complied with Labor Code section 226.

6 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
7 class. The putative class also sustained damages arising out of Defendants' common
8 course of conduct in violation of the law as complained of herein. Additionally,
9 Defendants issued Plaintiff and all members of the putative class wage statements that
10 did not comply with Labor Code section 226. As a result, Plaintiff and each member of
11 the putative class will have suffered the same type of harm and seek the same type of
12 recovery based on the same legal theories.

13 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
14 putative class. For all relevant times, Plaintiff resided in California and worked for
15 Defendants in California. Moreover, Plaintiff is an adequate representative of the
16 putative class as Plaintiff has no interests that are adverse to those of putative class
17 members. Additionally, Plaintiff has retained counsel who has substantial experience in
18 complex civil litigation and wage and hour matters.

19 (e) Superiority: A class action is superior to other available means for the fair and efficient
20 adjudication of the controversy since individual joinder of all members of the putative
21 class is impracticable. Class action treatment will permit a larger number of similarly
22 situated persons to prosecute their common claims in a single forum simultaneously,
23 efficiently, and without the unnecessary duplication of effort and expense that numerous
24 individual actions would engender. Further, as damages suffered by each individual
25 member of the class may be relatively small, the expenses and burden of the individual
26 litigation would make it difficult or impossible for individual members of the class to
27 redress the wrongs done to them, and an important public interest will be served by
28 addressing the matter as a class action. The cost to the court system of adjudication of

1 such individualized litigation would be substantial. Individualized litigation would also
2 present the potential for inconsistent or contradictory judgments.

3 17. Plaintiff is unaware of any difficulties that are likely to be encountered in the
4 management of this action that would preclude its maintenance as a class action.

5 **GENERAL ALLEGATIONS**

6 18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 17 as though fully
7 set forth herein.

8 19. Plaintiff worked for Defendants from approximately November 2018 to the present as a
9 non-exempt Field Service Technician. Plaintiff and Aggrieved Employees were paid hourly plus non-
10 discretionary commissions based on certain levels of production being achieved. Plaintiff and
11 Aggrieved Employees traveled to customer locations within California to diagnose and/or repair
12 Defendants' brand smog equipment as well as dynamometers made by other manufacturers. Plaintiff
13 and Aggrieved Employees also setup and assembled Defendants' equipment at customer site locations
14 within California.

15 20. Plaintiff and Aggrieved Employees were required to travel to different client locations in
16 company vans each day while also being required to maintain substantial inventory/parts and tools in the
17 vans to complete their work. Defendants restricted Plaintiff and Aggrieved Employees in what they
18 could do with the van while driving, including during the time spent driving to the first location and
19 from the last location from home. Plaintiff and Aggrieved Employees were not able to run private
20 errands or make other personal use of the company vehicle, including being prohibited from giving non-
21 employees rides, or other similar tasks. Defendants controlled Plaintiff and Aggrieved Employees
22 during this travel time, but failed to pay for all these hours worked. Defendant would deduct a minimum
23 of thirty (30) minutes on the way to the first location and from the last location to Plaintiff and
24 Aggrieved Employees' homes even where the travel time was less than thirty (30) minutes. Defendants
25 also tracked Plaintiff and Aggrieved Employees travel through GPS and would automatically deduct any
26 time for idling or stops outside of client locations on the assumption that these were rest breaks and meal
27 periods. However, that assumption was incorrect and resulted in Defendants deducting time that was
28 spent as hours worked. These practices also resulted in Defendants failure to maintain accurate payroll

1 records and hours worked for Plaintiff and Aggrieved Employees as well as the failure to properly
2 accrue all paid sick leave hours based on actual hours worked.

3 21. Plaintiff and Aggrieved Employees worked over eight (8) hours a day and forty (40)
4 hours a week on numerous occasions. However, as a result of the failure to compensate for all travel
5 time and the deduction for assumed breaks, Defendants failed to pay Plaintiff and Aggrieved Employees
6 all overtime wages due. Furthermore, Defendants failed to incorporate the value of all non-discretionary
7 remuneration when calculating the regular rate of pay for premium pay purposes such as overtime. This
8 also resulted in unpaid overtime wages and unpaid sick leave wages.

9 22. Defendants also failed to authorize and permit Plaintiff and Aggrieved Employees to
10 take all uninterrupted thirty (30) minutes meal periods and ten (10) minute rest periods they were
11 entitled to, including second meal periods and third rest periods when working longer than ten (10)
12 hours in a day. Defendants did not have a policy or practice that authorized such breaks to occur.
13 Defendants did not maintain a policy that authorized second meal periods or third rest periods when
14 working longer than ten hours a day. Furthermore, Defendants did not authorize rest periods for every
15 four hours or major fraction thereof, omitting the "major fraction thereof" entirely. Any rest breaks that
16 did occur were not paid because that time was deducted from hours worked. Furthermore, and actively
17 discouraged the taking of breaks through the automatic deductions of time. Any time spent on actual
18 breaks would only cause further reductions in pay.

19 23. Defendants failed to timely pay Plaintiff and similarly situated employees all wages they
20 earned for work performed between the 1st and 15th days of the month between the 16th and 26th day
21 of the month and all wages they earned for work performed between the 16th and last day of any
22 calendar month between the 1st and 10th day of the following month. Defendants would pay Plaintiff
23 and similarly situated employees without knowing their actual hours worked for the last week of the
24 bimonthly pay period and would later make adjustments to Plaintiff's and similarly situated employees'
25 pay by paying adding or deducting amounts. When Defendants made these adjustments, Defendants did
26 not specify the inclusive dates of the pay period for which Plaintiff and similarly situated employees
27 were being paid. In addition, this policy and practice of Defendants resulted in Plaintiff and similarly
28 situated employees receiving wage statement that did not accurately itemize their total hours worked and

1 all applicable hourly rates in effect and the corresponding number of hours worked at each rate for the
2 identified pay period.

3 24. As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum
4 wages, overtime wages, sick leave, and meal and rest period premiums they were owed, the wage
5 statements Defendants issued were defective. Specifically, Defendants did not list on Plaintiff's and
6 similarly situated employee's wage statements the correct gross and net wages earned, the total overtime
7 hours worked and corresponding overtime rates of pay, and the total missed meal and rest period
8 premiums earned and corresponding rates of pay, or the correct sick leave rate of pay. Furthermore,
9 Defendants entirely refused to provide sick leave accruals to any employee that was not considered "full
10 time," meaning regular, continuous forty hour per week employment.

11 25. Defendants' failure to pay all minimum wages, overtime wages, sick leave pay, and meal
12 and rest period premiums owed also resulted in Defendants' failure to pay Plaintiff and Aggrieved
13 Employees all final wages owed to them within twenty-four (24) hours of their termination or seventy-
14 two (72) hours of their resignation.

15 26. William Delaney, Michael Delaney, and James Delaney are and/or were owners, officers,
16 directors, and shareholders of Worldwide Environmental Products, Inc. during the claim period. They
17 developed, maintained, implemented, and caused the unlawful wage and hour practices described herein
18 to occur.

19 **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**
21 **FAILURE TO PAY OVERTIME WAGES**
22 **(As to all Defendants)**

23 27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully
24 set forth herein.

25 28. During the period Plaintiff was employed by Defendants, Defendants were required to
26 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
27 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
28 hours worked in excess of twelve (12) hours per day. See, e.g., IWC Wage Order No. 4, section (3)(A);
Cal. Lab. Code §§ 510, 1194.

29. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

30. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. See MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

34. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

35. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully set forth herein.

37. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

1 38. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section
2 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
3 minutes for each work period of more than five (5) hours.

4 39. California Labor Code section 512 and Wage Order No. 4 section 11(B) further
5 provide that employers may not employ employees for a work period for more than ten (10) hours
6 per day without providing the employee with a second meal period of at least thirty (30) minutes.
7 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
8 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
9 (1) hour of pay at their regular rate of compensation for each meal period not provided.

10 40. Defendants employed Plaintiff and similarly situated employees for periods of more
11 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
12 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
13 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
14 employees to take their first meal period before the completion of their fifth hour of work and failed
15 to allow Plaintiff and similarly situated employees to take their second meal period before the
16 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
17 rights to all meal periods throughout their employment.

18 41. Defendants further failed to pay Plaintiff and similarly situated employees the
19 applicable meal period premiums for any such missed meal breaks.

20 42. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
21 employees have been damaged as stated in the section below entitled "DAMAGES," which is
22 incorporated here to the extent pertinent as if set forth here in full.

23 **FOURTH CAUSE OF ACTION**
24 **REST PERIOD VIOLATIONS**
(As to all Defendants)

25 43. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 42 as though fully
26 set forth herein.

27 44. An employer must provide an employee a rest period in accordance with the
28 applicable Wage Order and California Labor Code section 226.7.

1 45. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
3 four (4) hours or a major fraction thereof.

4 46. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
5 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
6 they worked more than four (4) hours or a major fraction thereof.

7 47. Defendants further failed to pay Plaintiff and similarly situated employees the
8 applicable rest period premiums for any such missed rest periods.

9 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FIFTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(As to all Defendants)**

15 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
16 set forth herein.

17 50. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
18 statement to an employee, semimonthly or at the time of each payment of wages, showing:

19 *(1) gross wages earned, (2) total hours worked by the employee, except for*
20 *any employee whose compensation is solely based on a salary and who is*
21 *exempt from payment of overtime under subdivision (a) of Section 515 or*
22 *any applicable order of the Industrial Welfare Commission, (3) the*
23 *number of piece-rate units earned and any applicable piece rate if the*
24 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
25 *all deductions made on written orders of the employee may be aggregated*
26 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
27 *period for which the employee is paid, (7) the name of the employee and*
28 *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 three years at

the place of employment or at a central location within the State of California.

51. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Plaintiff and similarly situated employees were not able to promptly and easily determine all information required to be stated under Labor Code section 226(a) from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

52. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully set forth herein.

54. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. See Cal. Lab. Code § 201.

55. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. See Cal. Lab. Code § 202.

56. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

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

58. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff

1 and similarly situated employees were under Defendants' control when traveling in company vehicles,
2 were having time worked deducted based on GPS records, receiving additional remuneration in addition
3 to their basic hourly rate that were not included in the regular rate of pay for premium pay purposes,
4 were not receiving all meal and rest periods owed or premium payments in lieu thereof, etc. Such
5 conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet
6 Defendants still refused to pay the remaining wages owed.

7 59. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
8 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
9 thirty (30) days for Defendants' failure to pay all wages due.

10 **SEVENTH CAUSE OF ACTION**
11 **UNFAIR COMPETITION**

12 **(As to Worldwide Environmental Products, Inc and DOES 1 to 100)**

13 60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as though fully
14 set forth herein.

15 61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
16 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
17 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See
18 California Business and Professions ("B&P") Code § 17200.

19 62. Plaintiff and similarly situated employees were not paid all wages owed, including
20 minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for
21 business expenses, during their employment or any time thereafter.

22 63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
23 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
24 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

25 64. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
26 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
27 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
28 sections 17203, 17208, all in an amount as yet unascertained but subject to proof at trial, for four (4)
years from the filing of this Action.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful Deductions)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Failure to Pay Wages in a Timely Manner)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

67. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

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68. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Eighth Cause of Action:
 - a. For civil penalties as provided for in the Labor Code for each enumerated violation;
 - b. For those Labor Code sections, the violation of which there is no civil penalty

1 provided, the default penalty provided in Labor Code section 2699(f): for any
2 initial violation, one hundred dollars (\$100) for each aggrieved employee per
3 pay period; For any subsequent violation, two hundred dollars (\$200) for
4 each aggrieved employee per pay period;

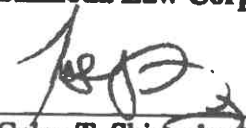
- 5 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
6 d. For any other remedies as allowed by law and/or deemed appropriate by the
7 Court;

8 7. For such other and further relief as this Court may deem just and proper,
9 including, but not limited to:

- 10 a. Wages as proved at trial;
11 b. Injunctive and Declaratory relief;
12 c. Attorney's fees and costs as provided for by law; and
13 d. Interest.

14
15 Dated: December 14, 2020

Shimoda Law Corp.

16
17 By: 

18 Galen T. Shimoda
19 Justin P. Rodriguez
20 Brittany V. Berzin
Attorneys for Plaintiff

1 *Enomoto v. Worldwide Environmental Products, Inc.*
2 *Sacramento County Superior Court, Case No. 34-2020-00282573*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Caitlyn A. Lopez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the within
7 above-entitled action.

8 On December 24, 2020, I served the following documents on the party below:

- 9 • First Amended Complaint for Damages

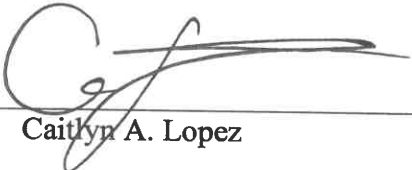
10 Melvin Felton (SBN: 276047) 11 Reginald Roberts, Jr. (SBN: 216249) 12 Ricardo Reyes (SBN: 329957) 13 Sanders Roberts LLP 1055 West 7 th Street, Ste. 3200 14 Los Angeles, CA 90017 Telephone: 213-426-5000 Fax: 213-234-4581 15 Email: mfelton@sandersroberts.com	
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16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal Service
18 and that each day's mail is deposited with the United States Postal Service that
19 same day in the ordinary course of business. On the date set forth above, I served
20 the aforementioned document(s) on the parties in said action by placing a true
21 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
22 collection and mailing on this date, following ordinary business practices, at Elk
23 Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
21 of the addressee above.

22 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
23 personally delivered via the following overnight courier service: UPS.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct, and that this declaration was executed on December 24, 2020, at Elk Grove,
26 California.

27
28 
Caitlyn A. Lopez