

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Burdge

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Attorneys for Plaintiff, ROBERT SCHAFFINO,
on behalf of himself and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ROBERT SCHAFFINO, on behalf of himself
and all others aggrieved,

Plaintiff,

v.

M.O. DION & SONS, INC., a California
corporation; AMBER RESOURCES, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV38023

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1197.1 and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

COMES NOW plaintiff ROBERT SCHAFFINO ("Plaintiff"), on behalf of himself and all
others aggrieved, and alleges as follows:

1 **JURISDICTION AND VENUE**

2 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
3 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against M.O. DION & SONS,
4 INC., a California corporation, and any of its respective subsidiaries or affiliated companies within
5 the State of California ("DION & SONS"), and AMBER RESOURCES, LLC, a California limited
6 liability company, and any of its respective subsidiaries or affiliated companies within the State of
7 California ("AMBER RESOURCES," and together with "DION & SONS" and DOES 1 through
8 100, as further defined below, "Defendants"), on behalf of Plaintiff and all other current and former
9 employees of Defendants ("Aggrieved Employees") working within the Civil Penalty Period, as
10 further defined here.

11 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
12 of Civil Procedure section 410.10.

13 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
14 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
15 causes of action complained of herein arose; the county in which the employment relationship
16 began; the county in which performance of the employment contract, or part of it, between Plaintiff
17 and Defendants was due to be performed; and the county in which the employment contract, or part
18 of it, between Plaintiff and Defendants was actually performed.

19 4. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
20 Defendants during the applicable statutory period and suffered one or more of the Labor Code
21 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil
22 penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
23 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA") plus
24 reasonable attorneys' fees and costs, as a proxy of the Labor and Workforce Development Agency
25 ("LWDA"), for Plaintiff and all other aggrieved current and former employees of Defendants during
26 the Civil Penalty Period.

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1 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
2 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
3 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
4 PAGA allegations described herein is not required.

5 6. During the period beginning one (1) year preceding the provision of notice to the
6 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
7 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7,
8 246, *et seq.*, 432, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among
9 others.

10 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
11 such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within
12 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
13 specified in Labor Code section 2699.3.

14 8. On or around July 30, 2020, Plaintiff provided written notice pursuant to Labor Code
15 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
16 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
17 by certified mail, with return receipt requested to Defendants, and each of them.

18 9. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
19 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
20 calendar days of the July 30, 2020 postmarked date of the herein-described notice sent by Plaintiff
21 to the LWDA and Defendants.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 10. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to pay overtime wages to Plaintiffs and other non-exempt employees in the State of
25 California in violation of California state wage and hour laws as a result of, without limitation,
26 Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours
27 per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
28 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually

1 worked; engaging, suffering, or permitting employees to work off the clock, including, without
2 limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to
3 complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including
4 answering calls from dispatch and others), to clock out for meal periods and continue working, to
5 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
6 clock, to make phone calls or drive off the clock; failing to include all forms of remuneration,
7 including non-discretionary bonuses, incentive pay, meal allowances, and other forms of
8 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
9 additional compensation was earned for the purpose of calculating the overtime rate of pay;
10 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
11 less hours than actually worked, and for paying straight pay instead of overtime pay, to the detriment
12 of Plaintiff and other Aggrieved Employees.

13 11. At all relevant times mentioned herein, Defendants had and have a practice or policy
14 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
15 worked or otherwise under Defendants' control as a result of, without limitation, failing to
16 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
17 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
18 tasks after clocking out (including answering calls from dispatch and others), to clock out for meal
19 periods and continue working; to don and doff uniforms and/or safety equipment off the clock; to
20 attend company meetings off the clock; to make phone calls or drive off the clock; detrimental
21 rounding of employee time entries; editing and/or manipulation of time entries to show less hours
22 than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums, to
23 the detriment of Plaintiff and other Aggrieved Employees.

24 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to provide Plaintiffs and other Aggrieved Employees a thirty (30) minute uninterrupted,
26 timely, and complete meal period for days on which the employee worked in excess of five (5) and
27 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
28 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;

1 not providing timely meal periods; failing to provide first and second meal periods; providing short
2 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
3 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
4 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
5 employees worked, as required by California wage and hour laws

6 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing to provide Plaintiffs and other Aggrieved Employees paid, uninterrupted, timely, and
8 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
9 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
10 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
11 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
12 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
13 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

14 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
16 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
17 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 hourly rate by the employee; the legal name of the employer and/or the name and address of the legal
20 entity securing the employer's services if the employer is a farm labor contractor; and other such
21 information as required by Labor Code section 226, subdivision (a).

22 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
24 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
26 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
27 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
28 Aggrieved Employees.

1 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
3 owed as a result of Employers' practice or policy of failing to pay, among other wages, overtime
4 wages, minimum wages, premium wages, as required by Labor Code sections 201, 202, and 203.

5 17. At all relevant times mentioned herein, Defendants have had a policy or practice of
6 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
7 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
8 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
9 separately laundering mandatory uniforms, for the purchase of tools and safety equipment (including
10 work boots to handle oil), for the purchase and maintenance of cellular phones and cellular phone
11 plans, in direct consequence of the discharge of their duties, or of their obedience to the directions
12 of Employers, as required by Labor Code 2802.

13 18. At all relevant times mentioned herein, Defendants have had a policy or practice of
14 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
15 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
16 Employees with the rates of pay and overtime rates of pay applicable to their employment;
17 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the
18 name, address, and telephone number of the workers' compensation insurance carrier; information
19 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
20 under Labor Code section 2810.5.

21 19. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
22 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
23 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
24 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
25 all other Aggrieved Employees.

26 20. At all relevant times mentioned herein, Defendants have had a policy or practice of
27 failing to pay employees their wages in accordance with Labor Code Section 204, which requires
28 that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be

1 paid for between the 16th and 26th day of the month during which the labor was performed, and
2 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid
3 for between the 1st and 10th day of the following month.”

4 21. Plaintiff, in Plaintiff’s representative capacity, seeks civil penalties under Labor
5 Code sections 210, 226.3, 558, 1197.1, and 2699 for the herein-described acts, which violate the
6 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
7 Employees pursuant to PAGA.

8 **PARTIES**

9 **A. Plaintiff**

10 22. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
11 is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-
12 exempt employee, with duties that included, but were not limited to, driving, delivering oil and
13 lubricants, loading and unloading. Plaintiff is informed and believes that Plaintiff worked for
14 Defendants from approximately July of 2010 through at least April of 2020.

15 **B. Defendants**

16 23. Plaintiff is informed and believes and based thereon alleges that defendant DION &
17 SONS is, and at all times relevant hereto was, a corporation organized and existing under and by
18 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
19 of California.

20 24. Plaintiff is informed and believes and based thereon alleges that defendant AMBER
21 RESOURCES is, and at all times relevant hereto was, a limited liability company organized and
22 existing under and by virtue of the laws of the State of California and doing business in the County
23 of Los Angeles, State of California.

24 25. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
26 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
27 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
28 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.

1 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
2 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
3 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
4 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
5 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
6 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
7 include DION & SONS, AMBER RESOURCES, and any of their parent, subsidiary, or affiliated
8 companies within the State of California, as well as DOES 1 through 100 identified herein.

9 **FIRST CAUSE OF ACTION**

10 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

11 26. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 27. At all relevant times herein, Labor Code section 204, requires and required that:
14 "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
15 between the 16th and 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month."

18 28. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

25 29. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
28 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor

1 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
2 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
3 for each subsequent violation in connection with each payment that was made in violation of Labor
4 Code section 204.

5 **SECOND CAUSE OF ACTION**

6 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

7 30. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
8 and incorporates each by reference as though fully set forth hereat.

9 31. Defendants had and have a policy or practice of failing to comply with Labor Code
10 section 226, subdivision (a) by intentionally failing to furnish Plaintiff with itemized wage
11 statements that accurately reflect gross wages earned; total hours worked; net wages earned; the
12 name and address of each employer with whom they have been placed to work; all applicable hourly
13 rates in effect during the pay period and the corresponding number of hours worked at each hourly
14 rate; the legal name of the employer and/or the name and address of the legal entity securing the
15 employer's services if the employer is a farm labor contractor; and other such information as required
16 by Labor Code section 226, subdivision (a).

17 32. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
18 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
20 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

22 33. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
23 this section are in addition to any other penalty provided by law."

24 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to furnish non-exempt employees, including, without
26 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
27 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
28 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal

1 name of the employer and/or the name and address of the legal entity securing the employer's services
2 if the employer is a farm labor contractor; and other such information as required by Labor Code
3 section 226, subdivision (a).

4 35. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
5 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
6 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
7 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
8 period for each subsequent violation.

9 **THIRD CAUSE OF ACTION**

10 **(Violation of Labor Code § 558 – Against All Defendants)**

11 36. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 37. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
14 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
15 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
16 penalty as follows:

- 17 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient
19 to recover underpaid wages;
- 20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to
22 an amount sufficient to recover underpaid wages;
- 23 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

24 38. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
27 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
28 their employment and after their employment separation; receive accurate, itemized wage

1 statements; be provided with the opportunity to inspect employment records; be provided with
2 notice as required under Labor Code section 2810.5; and be provided with the proper accrual and
3 use of paid sick leave.

4 39. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
6 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
7 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

9 **FOURTH CAUSE OF ACTION**

10 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

11 40. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 41. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 (1) For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the
21 employee is underpaid. This amount shall be in addition to an amount
22 sufficient to recover underpaid wages, liquidated damages pursuant to Section
23 1194.2, and any applicable penalties imposed pursuant to Section 203.

24 (2) For each subsequent violation for the same specific offense, two hundred fifty
25 dollars (\$250) for each underpaid employee for each pay period for which the
26 employee is underpaid regardless of whether the initial violation is
27 intentionally committed. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to Section

1 1194.2, and any applicable penalties imposed pursuant to Section 203.

2 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
3 Section 203, recovered pursuant to this section shall be paid to the affected
4 employee.”

5 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
6 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
7 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ wages for all hours
8 worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
9 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
10 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
11 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

12 43. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
15 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
16 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
17 subsequent violation.

18 **FIFTH CAUSE OF ACTION**

19 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

20 44. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
21 and incorporates each by reference as though fully set forth hereat.

22 45. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
23 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
24 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
25 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures specified in Labor Code section 2699.3.

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1 46. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
2 Code except those for which a civil penalty is specifically provided, the established civil penalty for
3 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
4 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
5 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation.

7 47. Plaintiff is informed and believes and based thereon alleges that Defendants, and
8 each of them, violated the Labor Code sections described herein, including, without limitation, for
9 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
10 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
11 employment and after employment separation; provide employees the opportunity to inspect
12 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
13 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
14 and use of paid sick leave; entitling Plaintiff and other Aggrieved Employees to civil penalties for
15 each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision
16 (f).

17 48. Moreover, Plaintiff and other Aggrieved Employees within the State of California
18 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
19 connection with their herein-described claims for civil penalties.

20 **REQUEST FOR JURY TRIAL**

21 49. Plaintiff hereby requests a trial by jury.

22 **PRAYER**

23 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
24 judgment against Defendants as follows:

- 25 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
26 1197.1, and 2699;
- 27 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
28 210, 226.3, 558, 1197.1, and 2699;

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- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: October 5, 2020

BIBIYAN LAW GROUP, P.C.

BY: 
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SCHAFFINO on behalf of himself and all
others aggrieved