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individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

KELLY ROBLES, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

INSIGHT GLOBAL, LLC, a limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2021-01178511-CU-OE-CXC

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

Assigned for All Purposes
Judge Randall J. Sherman

CX-105

1 PLAINTIFF KELLY ROBLES (“PLAINTIFF”), individually, and on behalf of all other
2 aggrieved employees, demanding a jury trial, hereby allege as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and on behalf of all other
5 similarly-situated persons who worked for defendants INSIGHT GLOBAL, LLC, a limited liability
6 company, and DOES 1 through 100 inclusive (collectively, “DEFENDANTS”) as non-exempt
7 employee in the State of California during the relevant statutory period to recover penalties arising
8 from, among other things, failure to properly pay wages for all overtime and regular hours work,
9 failure to properly calculate overtime compensation, unlawful meal and rest period policies, failure
10 to pay all wages due to discharged or quitting employees, failure to maintain required records,
11 failure to provide accurate itemized wage statements, failure to timely pay wages during
12 employment, and failure to indemnify employees for necessary expenditures and/or losses incurred
13 in discharging their duties. PLAINTIFF also seeks penalties, interest, attorney’s fees, costs and
14 expenses, and equitable, and restitutionary relief.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and
18 residents of, and/or regularly conduct business in, California. Further, no federal question is at
19 issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and in the County of Los Angeles, California
21 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
22 County of Los Angeles and many of DEFENDANTS’ unlawful actions and omissions, as set forth
23 herein, occurred in the County of Orange

24 **THE PARTIES**

25 4. PLAINTIFF KELLY ROBLES is a citizen and resident of the State of California.
26 At times material to this complaint, PLAINTIFF KELLY ROBLES was employed by
27 DEFENDANTS within the State of California as a non-exempt employee.

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1 5. PLAINTIFF is informed and believes, and based thereon alleges, that
2 DEFENDANT INSIGHT GLOBAL, LLC, is, and at all times relevant hereto was, a limited liability
3 company. PLAINTIFF is further informed and believes, and thereon alleges, that INSIGHT
4 GLOBAL, LLC is authorized to conduct business in the State of California, and does conduct
5 business in the State of California. Upon information and belief, DEFENDANT INSIGHT
6 GLOBAL, LLC maintains offices and facilities and conducts business in, and engages in illegal
7 payroll practices or policies in, the County of Orange, State of California.

8 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
9 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
10 PLAINTIFF is informed and believes, and based thereon alleges, that each defendant designated
11 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
12 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
13 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
14 court to amend this complaint to allege the true names and capacities of such DOE defendants when
15 ascertained.

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

23 8. At all relevant times herein, PLAINTIFF and other aggrieved employees were
24 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
25 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
26 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
27 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
28 schemes which include, but are not limited to, failing to properly pay all overtime and regular wages

1 due; failing to provide compliant meal and rest periods and associated premium payments; failing
2 to properly maintain records; failing to provide accurate itemized wage statements; failing to timely
3 pay wages during employment and upon termination; failing to properly compensate PLAINTIFF
4 and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering
5 the employees to perform work off-the-clock, in violation of the California Labor Code (“Labor
6 Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

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

12 10. PLAINTIFF is informed and believe, and thereon allege, that DEFENDANT
13 INSIGHT GLOBAL, LLC is a “client employer,” as defined in Labor Code § 2810.3(1)(A)(3). At
14 all relevant times herein, DEFENDANT INSIGHT GLOBAL, LLC had direct control over the
15 working conditions of PLAINTIFF and other aggrieved employees. On August 12, 2020,
16 PLAINTIFF gave DEFENDANT INSIGHT GLOBAL, LLC written notice of its violations of
17 Labor Code § 2810.3(b).

18 11. As a direct and proximate result of the unlawful actions of DEFENDANTS,
19 PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of
20 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of
21 this Court.

22 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

23 12. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
24 Code §§ 2698-2699.5, a plaintiff may bring a PAGA action for the period beginning one (1) year
25 and sixty five (65) days prior to the filing of the complaint, and ending at the time the action settles
26 or proceeds to final judgment. Accordingly, PLAINTIFF brings this action on behalf of herself and
27 all current and former non-exempt aggrieved employees of DEFENDANTS in the State of
28 California at any time during the period beginning one year and sixty-five (65) days prior to the

1 date of the filing of this complaint, and ending at the time this action settles or proceeds to final
2 judgment (the “PENALTY PERIOD”).

3 13. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
4 Code § 2699(c), and a proper representative to bring a civil action on behalf of the State of
5 California and other aggrieved employees of DEFENDANTS pursuant to the procedures specified
6 in California Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were non-
7 exempt employees employed by DEFENDANTS in California and the alleged violations of the
8 California Labor Code were committed against PLAINTIFF and the aggrieved employees.

9 14. Pursuant to Labor Code § 2699.3, on August 12, 2020, PLAINTIFF provided
10 written notice by online filing to the California Labor and Workforce Development Agency
11 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
12 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
13 the alleged violations. PLAINTIFF have not received any response from the LWDA. As
14 PLAINTIFF has waited more than sixty-five (65) days from the postmark date of her written notice
15 before filing this action, PLAINTIFF has complied with all applicable requirements set forth in
16 Labor Code § 2699.3 in order to commence a representative action under PAGA.

17 15. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
18 Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not limited to
19 penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
20 Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations set forth
21 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226,
22 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and the aggrieved employees are
23 also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code
24 § 2699(g)(1).

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]**

4 16. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and
5 practices to deprive their current and former non-exempt employees all wages earned and due,
6 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
7 take meal periods lasting less than thirty (30) minutes, or to suffer missed, late, and/or interrupted
8 meal breaks, and have failed to otherwise provide the required meal periods to PLAINTIFF and
9 other aggrieved employees pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-
10 2001, § 11.

11 17. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
12 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees for
13 one additional hour of compensation at each employee's regular rate of pay for each workday that
14 a compliant meal period was not provided.

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 4-2001, § 12]**

17 18. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices
18 to deprive their current and former non-exempt employees all wages earned and due,
19 DEFENDANTS failed to provide timely, uninterrupted, and compliant rest breaks to PLAINTIFF
20 and other aggrieved employees as required under Labor Code § 226.7, and IWC Wage Order No.
21 4-2001, § 12.

22 19. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
23 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees one additional hour of
24 compensation at each employee's regular rate of pay for each workday that a compliant rest period
25 was not provided.

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1 **Failure to Pay Overtime Wages**

2 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

3 20. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3,
4 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
5 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
6 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
7 (8) hours on the seventh consecutive workday, and twice (2x) the regular rate of pay for all hours
8 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight
9 (8) hours on the seventh consecutive day of work in any workweek.

10 21. PLAINTIFF and other aggrieved employees are current and former non-exempt
11 employees of DEFENDANTS who are entitled to the protections of Labor Code §§ 510 and 1194
12 and IWC Wage Order No. 4-2001. During the PENALTY PERIOD, DEFENDANTS failed to
13 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as required
14 under the foregoing provisions of the Labor Code and IWC Wage Order by, *inter alia*, failing to
15 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code
16 §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, suffering or permitting PLAINTIFF
17 and other aggrieved employees to perform work off-the-clock; requiring, permitting or suffering
18 PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and
19 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; failing
20 to properly maintain PLAINTIFF' and other aggrieved employees' records; failing to provide
21 accurate itemized wage statements to PLAINTIFF for each pay period; failing to properly calculate
22 the regular rate of pay for purposes of paying overtime by failing to include bonuses, commissions,
23 incentive pay, and other forms of non-discretionary remuneration; and other methods to be
24 discovered.

25 22. DEFENDANTS have knowingly and willfully refused to perform their obligations
26 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
27 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 4-2001, § 3.

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1 **Failure to Pay Minimum Wages**

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

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

6 24. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194
7 and 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
8 other aggrieved employees the applicable minimum wages for all hours worked in a payroll period
9 by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
10 employees to perform work off-the-clock; requiring, suffering or permitting PLAINTIFF and other
11 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
12 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
13 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
14 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
15 to be discovered.

16 **Failure to Timely Pay Wages During Employment**

17 **[Cal. Labor Code § 204]**

18 25. Pursuant to California Labor Code § 204, for all labor performed between the 1st
19 and 15th days of any calendar month, DEFENDANTS are required to issue payment to their
20 nonexempt employees between the 16th and 26th day of the month during which the labor was
21 performed. Additionally, California Labor Code § 204 also provides that for all labor performed
22 between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their
23 nonexempt employees between the 1st and 10th day of the following calendar month. In addition,
24 California Labor Code § 204 provides that all wages earned for labor in excess of the normal work
25 period shall be paid no later than the payday of the next regular payroll period.

26 26. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to
27 timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by the
28 next regular payroll period as required by California Labor Code § 204.

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

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

3 27. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay all
4 earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that if
5 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

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

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

15 30. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
16 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to aggrieved
17 employees who were discharged from or quit his or her employment.

18 **Failure to Maintain Required Records**

19 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 4-2001, § 7]**

20 31. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies
21 and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
22 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
23 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 4-2001, § 7, including but not limited to
24 the following records: total daily hours worked by each employee; applicable rates of pay; all
25 deductions; all meal periods missed and taken; time records showing when each employee begins
26 and ends each work period; and accurate itemized statements.

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Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226(a); IWC Wage Order No. 4-2001, § 7]

32. During the PENALTY PERIOD, DEFENDANTS routinely failed, and continue to fail, to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or employee identification number, the name and address of the legal entity or entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 4-2001 § 7.

33. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements in accordance with Labor Code § 226(a).

34. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage statements, as PLAINTIFF and other aggrieved employees could not promptly and easily determine from the wage statement alone one or more of the following: the gross wages earned, the total hours worked, all deductions made, the net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

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1 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**
2 **Discharge of Duties**

3 **[Cal. Labor Code § 2802]**

4 35. Labor Code § 2802(a) requires an employer to indemnify an employee for all
5 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
6 of her his or her duties, or of his or her obedience to the directions of the employer.

7 36. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
8 and other aggrieved employees for all business expenses and/or losses incurred in direct
9 consequence of the discharge of their duties while working under the direction of DEFENDANTS,
10 including but not limited to, expenses incurred to purchase clothing to comply with
11 DEFENDANTS' dress code requirements, costs associated with the use of personal cell phones for
12 work related purposes, and other employment-related expenses, in violation of Labor Code § 2802.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

15 **[Cal. Labor Code § 2698, *et seq.*]**

16 **(Against All DEFENDANTS)**

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

19 38. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code
20 § 2699(c), and is a proper representative to bring a civil action on behalf of herself and other current
21 and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in
22 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of
23 the alleged Labor Code violations was committed against her during the PENALTY PERIOD.

24 39. PLAINTIFF seeks to recover civil penalties through a representative action
25 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
26 969. Thus, class certification is not required.

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1 40. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
2 penalties from DEFENDANTS in a representative action for the violations set forth above,
3 including but not limited to, violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
4 512, 1174(d), 1194, 1197, 1198, and 2802.

5 41. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
6 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
7 provided, including but not limited to the following:

8 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
9 DEFENDANTS are subject to a civil penalty in the amount of one hundred
10 dollars (\$100) for the initial violation for each failure to pay each employee
11 and two hundred dollars (\$200) per employee for violations in subsequent
12 pay periods.

13 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
14 DEFENDANTS are subject to a civil penalty in the amount of two hundred
15 and fifty dollars (\$250) per aggrieved employee for the initial pay period
16 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
17 employee for violations in subsequent pay periods.

18 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on
19 behalf of an employer who violates, or causes to be violated, a section of this
20 chapter or any provision regulating hours and days of work in any order of
21 the Industrial Welfare Commission," including Labor Code §§ 510 and 512,
22 shall be subject to a civil penalty, in addition to any other penalty provided
23 by law, of fifty dollars (\$50) for initial violations for each underpaid
24 employee for each pay period for which the employee was underpaid and
25 one hundred dollars (\$100) for each subsequent violation for each underpaid
26 employee for each pay period for which the employee was underpaid. In
27 addition, PLAINTIFF seeks civil penalties pursuant to Labor Code § 558(a).

28 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),

1 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500)
2 per employee.

3 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid
4 to any employee a wage less than the minimum fixed by an order of the
5 commission, is subject to a civil penalty as follows: for any initial violation
6 that is intentionally committed, one hundred dollars (\$100) for each
7 underpaid employee for each pay period for which the employee is
8 underpaid; and for each subsequent violation of the same offense, two
9 hundred fifty dollars (\$250) for each underpaid employee for each pay
10 period for which the employee is underpaid, regardless of whether the initial
11 violation was intentionally committed.

12 42. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
13 penalty is not specifically provided, the following civil penalties shall apply: one hundred dollars
14 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars
15 (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF
16 seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor
17 Code provisions for which a civil penalty is not specifically provided, including but not limited to,
18 Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198 and 2802.

19 43. PLAINTIFF also seeks reasonable attorney's fees and costs pursuant to Labor Code
20 § 2699(g)(1).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees
23 pursuant to the California Private Attorneys General Act, prays for relief against DEFENDANTS
24 as follows:

25 1. For civil penalties according to proof, including but not limited to, all penalties
26 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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2. For interest at the legal rate, pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for pre-judgment interest;

3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provision of law; and

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

DATED: January 12, 2021

Respectfully submitted,

MATERN LAW GROUP, PC


By: Matthew J. Matern
Tagore O. Subramaniam
Julia Z. Wells
Attorneys for PLAINTIFF KELLY
ROBLES, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF, individually, and on behalf of other aggrieved employees pursuant to the
3 California Private Attorneys General Act, hereby demands a jury trial with respect to all issues
4 triable of right by jury.

5 DATED: January 12, 2021

6 Respectfully submitted,

7 **MATERN LAW GROUP, PC**

8
9 By: 

10 Matthew J. Matern
11 Tagore O. Subramaniam
12 Julia Z. Wells
13 Attorneys for Plaintiff KELLY ROBLES,
14 individually, and on behalf of other
15 aggrieved employees pursuant to the
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