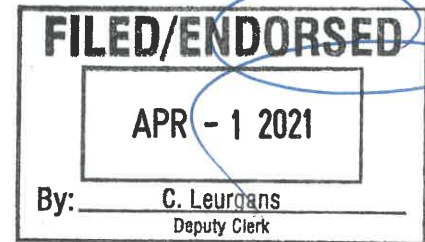


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6 Attorneys for Plaintiff YENG FANG,
individually and on behalf of all other similarly
7 situated employees

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

10 YENG FANG, individually and on behalf of)
all other similarly situated employees,)

11)
12 Plaintiff,)

13 vs.)

14 INTERPRESS TECHNOLOGIES, INC., a)
15 California Corporation; RODERICK W.)
16 MINER, an individual; FRANCINE)
OSBORN, an individual; and DOES 1 to 100,)
17 inclusive,)

18 Defendants.)

Case No. 34-2021-00292937

19 **FIRST AMENDED COMPLAINT FOR**
20 **DAMAGES AND PENALTIES**

- 21 1. Failure to Pay Overtime Wages
(Labor Code §§ 510, 1194)
- 22 2. Failure to Pay Minimum Wages
(Labor Code § 1194)
- 23 3. Meal Period Violations
(Labor Code §§ 512, 226.7)
- 24 4. Rest Period Violations
(Labor Code §§ 226.7)
- 25 5. Wage Statement Violations
(Labor Code § 226)
- 26 6. Waiting Time Penalties
(Labor Code §§ 201-203)
- 27 7. Failure to Reimburse Expenses
(Labor Code § 2802)
- 28 8. Unfair Competition (Business &
Professions Code § 17200, *et seq.*)
9. Private Attorneys General Act (Labor
Code §§ 2699, *et seq.*)

DEMAND FOR JURY TRIAL

FILED BY FAX

1 Plaintiff YENG FANG ("Plaintiff"), on behalf of himself and all other similarly situated
2 employees, hereby files this Complaint against Defendants INTERPRESS TECHNOLOGIES, INC.,
3 a California Corporation; RODERICK W. MINER, an individual, FRANCINE OSBORN, an
4 individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
5 On information and belief, Plaintiff alleges the following:

6 INTRODUCTION

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to pay overtime wages, failure to pay minimum wages, meal period violations, rest
9 period violations, wage statement violations, waiting time penalties, unpaid reimbursements, unfair
10 competition and for derivative penalties under the PAGA

11 JURISDICTION AND VENUE

12 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
13 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
14 Labor Code, California Business and Professions Code, and Wage Order No. 1.

15 3. Venue is proper pursuant to Civil Procedure Code sections 395(a), and 395.5, in that
16 Defendants resides in Sacramento County and/or are foreign entities and have not designated any county
17 in California as being where they maintain their principal offices. In addition, some of the wrongful acts
18 and violations of law asserted herein occurred within Sacramento County, and Defendants' obligation to
19 pay wages arose in Sacramento County, pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
20 Cal.3d 403, 414 (1984).

21 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.*, to pursue the
22 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself
23 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
24 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
25 approximately January 19, 2021. Plaintiff provided facts and legal bases for his claims within the notice
26 to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
27 Plaintiff submitted the \$75.00 filing fee. The January 19, 2021 notice was also sent via certified mail to
28 Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not

1 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and
2 believes that he has exhausted all administrative remedied pursuant to the Private Attorneys General Act
3 and may bring this action on behalf of himself and all similarly situated employees (*e.g.* Aggrieved
4 Employee). *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134
5 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

6 PARTIES

7 5. Plaintiff YENG FANG is an individual over the age of eighteen (18) and is a resident
8 of the State of California.

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

12 7. On information and belief, Plaintiff alleges, that RODERICK W. MINER is an
13 individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
14 allege(s) that RODERICK W. MINER is an owner, director, officer, and/or managing agent of
15 INTERPRESS TECHNOLOGIES, INC., responsible for causing the violations outlined in the First
16 through Seventh and Ninth causes of action. As such, RODERICK W. MINER is individually liable
17 pursuant to California Labor Code section 558.1.

18 8. On information and belief, Plaintiff alleges, that FRANCINE OSBORN is an
19 individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
20 allege(s) that FRANCINE OSBORN is an owner, director, officer, and/or managing agent of
21 INTERPRESS TECHNOLOGIES, INC., responsible for causing the violations outlined in the First
22 through Seventh and Ninth causes of action. As such, FRANCINE OSBORN is individually liable
23 pursuant to California Labor Code section 558.1.

24 9. Defendants DOES 1 through 100 are affiliates, subsidiaries, and related entities and the
25 alter egos of each of the other Defendants named herein, corporate, or otherwise, who participated in
26 and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the
27 true names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
28 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within

1 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
2 Plaintiff.

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

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

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

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

14 CLASS ALLEGATIONS

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

18 Plaintiff and similarly situated employees who have or continue to work
19 for Defendants in California from four (4) years prior to the filing of this
20 Complaint to the present.

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

24 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
25 is impracticable under the circumstances of this case. While the exact number of class
26 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
27 Defendants has employed as many as one hundred (100) individuals falling within the
28 above stated class definition throughout the State of California during the applicable

1 statute of limitations, who were subjected to the policies and practices outlined in this
2 Complaint. As such, joinder of all members of the putative class is not practicable.

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

- 7 i. Whether Defendants paid putative class members for all hours worked;
- 8 ii. Whether Defendants paid all overtime wages owed;
- 9 iii. Whether Defendants failed to correctly calculate putative class members' regular
10 rate of pay;
- 11 iv. Whether Defendants maintained accurate payroll records;
- 12 v. Whether Defendants failed to authorize and permit all meal and rest periods;
- 13 vi. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
14 class members were not authorized and permitted to take all meal and rest periods
15 owed;
- 16 vii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
17 class members received all minimum and overtime wages due;
- 18 viii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
19 class members received all wages, due and owing, at the time of their termination
20 or separation; and
- 21 ix. Whether provided Plaintiff and putative class members with wage statements that
22 complied with Labor Code section 226.

23 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
24 class. The putative class also sustained damages arising out of Defendants' common
25 course of conduct in violation of the law, as complained of herein. Plaintiff and all
26 members of the putative class were non-exempt employees who were not paid minimum
27 and overtime wages, meal and rest period premiums, and reimbursements arising out of
28 Defendants' common course of conduct in violation of the law, as complained of herein.

1 Additionally, Defendants issued Plaintiff and all members of the putative class wage
2 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
3 each member of the putative class will have suffered the same type of harm and seek the
4 same type of recovery based on the same legal theories.

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

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

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

25 GENERAL ALLEGATIONS

26 17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully
27 set forth herein.

1 18. Plaintiff worked for Defendants as a Material Handler and Forklift Operator, as a non-
2 exempt employee from approximately September 2019 to December 4, 2020. Similarly situated
3 employees also worked for Defendants as non-exempt employees. Plaintiff and similarly situated
4 employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring
5 overtime, and were paid non-discretionary remuneration, such as bonuses. Defendants did not correctly
6 incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiff's and
7 similarly situated employees' regular rate of pay when calculating overtime, double time, meal and rest
8 period premiums, or sick leave pay.

9 19. In addition to improperly calculating the regular rate of pay, Defendants also had a policy
10 and practice of failing to pay earned overtime wages when employees worked over eight (8) hours in a
11 day. For instance, on days when Plaintiff and similarly situated employees clocked in or out of their
12 scheduled eight (8) shift from one (1) to fifteen (15) minutes before or after their scheduled time out or
13 time in, the time keeping system would automatically deduct the overtime hours. This resulted in an
14 underpayment of both overtime and minimum wages. These wage violations resulted in inaccurate time
15 keeping records.

16 20. Plaintiff and similarly situated employees were also not authorized and permitted to take
17 all meal and rest periods they were entitled to, being paid meal period premiums on occasions. For
18 instance, there were instances when Plaintiff was not able, due to staffing and workflow issues, to take a
19 timely a meal period and was directed by management to change his hours to reflect a timely meal
20 period within the first five (5) hours. Plaintiff and similarly situated also frequently missed their rest
21 periods due to staffing and coverage issues.

22 21. Plaintiff and similarly situated employees were further denied all reimbursements owed
23 for use of their personal cell phones for work purposes. Specifically, at least, fifty (50) percent or more
24 of Defendants' employees used their cell phones to clock in and out of work but were not reimbursed for
25 this time.

26 22. As a result of Defendants' failure to pay Plaintiff and similarly situated employees for all
27 hours worked, Defendants failed to provide all final wages owed to Plaintiff and similarly situated
28 employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their

1 resignation. In addition, Defendants failed to provide Plaintiff and similarly situated employees with
2 accurate wage statements. The wage statements Defendants provided to Plaintiff and similarly situated
3 employees did not accurately state their total regular hours worked, gross wages and net wages, and all
4 deductions made.

5 **CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY OVERTIME WAGES**
8 **(As to all Defendants)**

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

11 24. During the period Plaintiff was employed by Defendants, Defendants were required to
12 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
13 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
14 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 1, section (3)(A);*
15 Cal. Lab. Code §§ 510, 1194.

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

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

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

25 **SECOND CAUSE OF ACTION**
26 **FAILURE TO PAY MINIMUM WAGES**
27 **(As to all Defendants)**

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

29. 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. 1, section 4(A); Cal. Lab. Code § 1194.

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

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.

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

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

33. 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.

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

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

36. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated

1 employees to take their first meal period before the completion of their fifth hour of work and failed
2 to allow Plaintiff and similarly situated employees to take their second meal period before the
3 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
4 rights to all meal periods throughout their employment.

5 37. Defendants further failed to pay Plaintiff and similarly situated employees the
6 applicable meal period premiums for any such missed meal breaks.

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

10 **FOURTH CAUSE OF ACTION**
11 **REST PERIOD VIOLATIONS**
12 **(As to all Defendants)**

13 39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully
14 set forth herein.

15 40. An employer must provide an employee a rest period in accordance with the
16 applicable Wage Order and California Labor Code section 226.7.

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

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

23 43. Defendants further failed to pay Plaintiff and similarly situated employees the
24 applicable rest period premiums for any such missed rest periods.

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

28 //

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FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

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

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

47. 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). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked, due to Defendants' failure to properly pay minimum and overtime wages. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered

1 confusion over whether they received all wages owed and were prevented from effectively
2 challenging information on their wage statements.

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

6
7
8 **SIXTH CAUSE OF ACTION**
WAITING TIME PENALTIES
(As to all Defendants)

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

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

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

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

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

21 54. Defendants knew of its obligation to pay Plaintiff's and similarly situated employees'
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
23 and similarly situated employees were not paid for all regular and overtime hours, as it authorized the
24 practices and policies denying these wages. Such conduct shows Defendants had knowledge of earned,
25 but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages
26 owed.

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

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

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

58. Defendants required Plaintiff and similarly situated employees to use their personal cell phones to clock in and out of work and for other work-related purposes but failed to reimburse them for such use.

59. 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.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION

(As to Defendant INTERPRESS TECHNOLOGIES, INC., and DOES 1-100)

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

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

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

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

64. As a direct and legal result of the Defendant's conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 1194 and 2802 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH 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 Approved Employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages);
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Minimum Wages);
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- 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 1, §§ 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 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.3, 1174, 1198; IWC Wage Order 7, § 7(A) (Failure to Maintain Accurate Records); and
- 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).

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;

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- 1 5. As to the Fourth Cause of Action:
- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;
- 5 6. As to the Fifth Cause of Action:
- 6 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 7 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 8 violation occurred and one hundred dollars (\$100.00) per employee for each
- 9 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 10 (\$4,000.00);
- 11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 12 226(e);
- 13 7. As to the Seventh Cause of Action:
- 14 a. An amount to be proven at trial;
- 15 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 16 8. As to the Ninth Cause of Action:
- 17 a. For civil penalties as provided for in the Labor Code for each enumerated
- 18 violation;
- 19 b. For those Labor Code sections, the violation of which there is no civil penalty
- 20 provided, the default penalty provided in Labor Code section 2699(f): for any
- 21 initial violation, one hundred dollars (\$100) for each aggrieved employee per
- 22 pay period; For any subsequent violation, two hundred dollars (\$200) for
- 23 each aggrieved employee per pay period;
- 24 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 25 d. For any other remedies as allowed by law and/or deemed appropriate by the
- 26 Court;
- 27 9. For such other and further relief as this Court may deem just and proper,
- 28 including, but not limited to:

- 1 a. Wages as proved at trial;
2 b. Injunctive and Declaratory relief;
3 c. Attorney's fees and costs as provided for by law; and
4 d. Interest.

5
6 Dated: March 31, 2021

Shimoda Law Corp.

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