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County of Monterey
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Richard Monreal on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

RICHARD MONREAL, on behalf of
himself and all similarly aggrieved
employees,

Plaintiff,

v.

PARADISE ELECTRICAL SERVICES,
INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000989

**CLASS AND REPRESENTATIVE
ACTION**

**COMPLAINT FOR DAMAGES,
PENALTIES AND FOR INJUNCTIVE
RELIEF**

COMES NOW Plaintiff Richard Monreal, who on behalf of himself and all other
similarly situated current and former employees of Defendants PARADISE ELECTRICAL
SERVICES, INC., and members of the public, complain and allege as follows:

1. As used herein, the term "Plaintiff" includes Richard Monreal, who is the named
Plaintiff and Class Representative herein.

2. Plaintiff and the Class Members alleged herein (collectively, "Class Members")
seek remedies for all compensation and penalties due to the Class Members during the "Class
Period," which is defined as four (4) years before the commencement of this action, through
the date on which final judgment is entered, based upon information and belief that
Defendants are continuing and will continue the unlawful employment practices as described
herein.

3. Each of the Class Members are identifiable, similarly-situated persons and are
now or at some point during the Class Period were, employed by Defendants. Plaintiff

1 reserves the right to seek additional amendments of this Complaint to add as a named Plaintiff
2 some or all of the persons who are members of the Class.

3 4. Plaintiff RICHARD MONREAL (“Plaintiff”) is a competent adult who is, and at
4 all times mentioned in this complaint has been, a resident of Monterey County, California.
5 Plaintiff was employed by Defendants from January 27, 2020, through approximately
6 February 13, 2020¹, pursuant to an unwritten contract, some of the terms of which were the
7 product of an oral agreement, with other terms implied from or incorporated from written
8 materials and policies maintained by Defendants and from the conduct of the parties. The
9 terms of this contract included working as a non-exempt employee, and at all times as an
10 employee not exempted from the California Labor Code. Plaintiff is, and at all relevant times
11 was, an individual as defined in Business and Professions Code §§ 17201 and 17204.

12 5. Defendant PARADISE ELECTRICAL SERVICES, INC (“PARADISE”) is, and
13 at all times mentioned in this complaint has been, a corporation incorporated under the laws of
14 the State of California and registered to do business in the State of California. Plaintiff are
15 informed and believe and thereon allege that PARADISE is authorized to and does conduct
16 business throughout the State of California, has purposefully availed itself of the privileges
17 and benefits of doing business in the County of Monterey, State of California, and thus is
18 subject to jurisdiction in the County of Monterey, in the State of California.

19 6. Plaintiff and the Class Members are ignorant of the true names, identities,
20 capacities and relationships of the Defendants sued herein as DOES 1 through 50, inclusive,
21 and therefore sues these Defendants by such fictitious names. Plaintiff and the Class Members
22 are informed and believe, and thereon allege, that each of these fictitiously named Defendants
23 are responsible in some manner for the occurrences herein alleged, and that Plaintiff’s and the
24 Class Members’ damages as herein alleged were proximately caused by DOES 1 through 50.
25 Plaintiff and the Class Members will amend this Complaint to allege the true names and
26 capacities of said DOE Defendants when such information is ascertained. Each reference to
27

28 ¹ Pursuant to Emergency Rule 9 enacted by the California Judicial Council in response to the
COVID-19 pandemic, Plaintiff’s claims were tolled from April 6, 2020 through October 1, 2020.

1 “Defendants,” and each reference to any particular Defendant herein, shall be construed to
2 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a
3 “DOE” Defendant, and each of them.

4 7. Plaintiff and the Class Members are informed and believe, and thereon allege,
5 that each of the Defendants herein was at all times relevant to this action the agent, employee,
6 representative, partner, and/or joint venturer of the remaining Defendants, and each of them,
7 and that each of the Defendants herein was at all times acting within the course and scope of
8 that relationship. Plaintiff and the Class Members are further informed and believe, and
9 thereon allege, that each of the Defendants herein consented to, ratified, and/or authorized the
10 acts of each of the remaining Defendants herein. The conduct of each of the Defendants was
11 at all times herein in accordance with and represents the official policy of Defendants.

12 Additionally, at all times herein mentioned, Defendants, and each of them, aided and abetted
13 the acts and omissions of each and all of the other Defendants, which proximately caused the
14 damages herein alleged. Plaintiff and the Class Members are further informed and believe,
15 and thereon allege, that all of the Defendants jointly employed the Plaintiff and Class
16 Members herein and/or carried out a joint scheme, business plan and/or uniform policy, and
17 the acts and omissions of each Defendant are legally attributable to the other Defendants such
18 that they are deemed a single integrated enterprise and agents of one another so that all
19 Defendants are each jointly and severally liable for the acts and omissions hereinafter alleged.

20 8. Defendants PARADISE, and DOES 1 through 50 (collectively referred to herein
21 as “Defendants”) are, and at all times herein were, “persons” as defined in California Business
22 and Professions Code § 17201.

23 9. At all times herein, Defendants directly or indirectly, or through an agent or
24 representative, exercised control over the wages, hours and/or working conditions of the
25 Plaintiff and the Class Members, and directly or indirectly or through an agent or other person
26 engaged, suffered, or permitted Plaintiff and the Class Members to work.

27 **JURISDICTION AND VENUE**

28 10. This Court has jurisdiction over this action pursuant to Article VI, section 10 of

1 the California Constitution. Plaintiff brings this Complaint for violations of California law
2 occurring in the County of Monterey, including without limitation violations of the California
3 Labor Code, Business and Professions Code, Civil Code and common law, and the amount in
4 controversy exceeds the minimum jurisdictional amount of the Superior Court. Based on
5 information and belief, Defendants have intentionally availed themselves of the benefits and
6 privileges available within this State, economic or otherwise, so as to render the exercise of
7 jurisdiction over them by the courts of the State of California consistent with traditional
8 notations of fair play and substantial justice. Accordingly, this Court has jurisdiction over the
9 parties and claims in this matter.

10 11. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial
11 district because Defendants now, and all times relevant herein, reside and/or transact business
12 in the County of Monterey. The conduct alleged herein and the damages resulting therefrom
13 occurred in the County Monterey, and at all times herein Defendants maintained their principal
14 place of business in the County of Monterey, California.

15 **ADMINISTRATIVE PROCEEDINGS**

16 12. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on
17 February 2, 2021, by electronic filing with the Labor and Workforce Development Agency,
18 and by certified mail to Defendants PARADISE of factual and legal basis for the labor law
19 violations alleged in this Complaint.

20 13. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable
21 penalties for violations which the Labor and Workforce Development Agency has failed or
22 elected not to investigate and/or failed or elected not to issue a citation. Plaintiff has
23 exhausted all administrative remedies required by the Labor and Workforce Development
24 Agency as a prerequisite to filing this action.

25 **GENERAL ALLEGATIONS**

26 14. Defendants now, and at all times relevant herein, did, own, operate and control a
27 business or establishment that employ persons within the meaning of all applicable wage
28

1 orders, including, but not limited to, IWC Wage Order No. 16-2001 (California Code of
2 Regulations, title 8, section 11160).

3 15. At all times relevant herein, Plaintiff and the Class Members were non-exempt
4 employees of Defendants under the California Labor Code and were protected by to the
5 provisions of the Wage Order.

6 16. At all times relevant herein, Plaintiff worked for Defendants as a Journeyman
7 Electrician.

8 17. At all times relevant herein, Plaintiff and the Class Members worked for
9 Defendants without the provision of being compensated for all hours worked, without being
10 paid overtime premium wages for all overtime hours worked, without being paid all wages on
11 time, working without meal or rest breaks as required by law, without being compensated for
12 missed meal and rest breaks, without being paid the full payment of wages owed at the end of
13 their employment, without reimbursement of work-related expenses, and without having been
14 provided with complete and accurate wage statements as required by law.

15 18. At all times relevant herein, Defendants maintained and enforced a uniform
16 policy by which they regularly and consistently precluded Plaintiff and the Class Members
17 from leaving the work premises during their rest periods. As such, Plaintiff and the Class
18 Members were not provided with off-duty rest periods as they were still subject to Defendant's
19 control.

20 19. At all times relevant herein, Defendants maintained and enforced a uniform
21 policy by which they regularly and consistently failed to pay Plaintiff and the Class Members
22 their final wages on the last date of their employment. Rather, Defendant waited until the next
23 normal payroll cycle to pay Plaintiff and the Class Members their final wages despite their
24 employment having ended previously due to the completion of the assignment.

25 20. At all times relevant herein, Defendants maintained and enforced a uniform
26 policy of requiring Plaintiff and the Class Members to work shifts of five hours or more within
27 a single workday without providing a thirty (30) minute uninterrupted duty-free meal period
28 within five (5) hours of the beginning of their shift. Defendants also failed to pay Plaintiff and

1 the Class Members one hour of pay at Plaintiff' and Class Members' regular rate of
2 compensation as required by California Labor Code § 226.7 and the Wage Order for each meal
3 period that was not provided.

4 21. Likewise, at all times relevant herein, Defendants maintained and enforced a
5 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiff and
6 the Class Members with paid duty-free rest periods of at least ten (10) consecutive
7 uninterrupted minutes during which Plaintiff and the Class Members were relieved of all
8 duties for every four (4) hours worked or major fraction thereof and which were counted as
9 hours worked for which there would be no deduction from wages, and failed to compensate
10 Plaintiff and the Class Members one (1) hour of wages at their regular rate of compensation as
11 required by California Labor Code § 226.7 and the Wage Order for each rest period not
12 provided.

13 22. At all times relevant herein, Defendants maintained and enforced a uniform
14 policy by which they regularly and consistently failed to pay Plaintiff and the Class Members
15 overtime premium wages of one and one-half times the employee's regular rate of pay for all
16 overtime hours worked in a single workday and/or a single workweek, as required by
17 California Labor Code §§ 510 and 1194 and the Wage Order.

18 23. At all times relevant herein, Defendants maintained and enforced a policy by
19 which they repeatedly required Plaintiff and the Class Members to use their personal vehicles
20 to travel between jobsites. Plaintiff and Class Members were also required to transport and use
21 their personal tools, including power tools, as the employer did not provide any tools or
22 equipment needed by the employees to perform their jobs. In addition to standard hand tools,
23 each employee was required to provide his or her own impact drill, Sawzall, standard drill,
24 multitool, and any other power tools and equipment required to perform the employee's duties.
25 As a consequence of this policy, Plaintiff and the Class Members were forced to work without
26 pay. Additionally, Defendant failed to reimburse Plaintiff and the Class Members for such
27 work-related expenses in violation of Labor Code section 2802.

28 24. At all times relevant herein, Defendants maintained and enforced a uniform

1 policy by which they regularly and consistently failed to provide Plaintiff and the Class
2 Members with complete and accurate itemized wage statements stating the total hours worked,
3 regular and overtime hours worked, gross wages earned, net wages earned, all applicable rates
4 of pay and the corresponding number of hours worked under each rate, all deductions, wages
5 owed for missed rest and meal periods, and accurate accounting for all wages paid to Plaintiff
6 and the Class Members. Defendants also failed to record in ink or other identifiable form all
7 deductions from wages showing the month, day and year, and failed to keep a copy of the
8 statements and records of deductions for three years at the place of employment or at a central
9 location in the State of California. Defendants also failed to keep accurate information with
10 respect to each employee, including full name, home address, occupation, birth date, time
11 records showing when the employee begins and ends each work period, meal periods, total
12 daily hours worked and total wages paid each payroll period, including value of board,
13 lodging, or other compensation actually furnished to the employee.

14 25. At all times relevant herein, Defendants maintained and enforced a uniform
15 policy by which they regularly and consistently violated California Labor Code §§ 201,
16 202, 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay
17 wages to Plaintiff and the Class Members.

18 26. At all times relevant herein, Defendants maintained and enforced a uniform
19 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
20 and 203 by failing to pay Plaintiff and the Class Members all owing and unpaid wages for
21 work performed by them during their employment and at the end of their employment.

22 27. At all times relevant herein, Defendants maintained and enforced a uniform
23 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
24 204, 218, 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiff and the Class
25 Members for all hours worked, overtime premium wages for all overtime hours worked, and
26 compensation for missed meal and rest periods,

27 28. Plaintiff and the Class Members are informed and believe, and thereon allege,
28 that at all times herein mentioned, Defendants were advised by skilled lawyers and other

professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law. Plaintiff and the Class Members are informed and believe, and thereon allege, that at all times relevant herein, Defendants knew or should have known that they had a duty to compensate Plaintiff and the Class Members, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiff and the Class Members that they were properly denied wages, all in order to increase Defendants' profits.

29. California Labor Code § 218 states that nothing in Article I of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him under this Article.”

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action on behalf of himself, the general public, and all other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. Plaintiff seeks to represent a class composed of and defined as follows:

A. Class:

All current and former non-exempt employees of Defendants who worked for Defendants in California at any time during the Class Period.

B. Meal Period Subclass:

All current and former non-exempt employees of Defendants who worked for Defendants in California who worked any work shift of more than 5 hours at any time since during the Class Period.

C. Rest Period Subclass:

All current and former non-exempt employees of Defendants who worked for Defendants in California who worked any work shift of at least 3.5 hours or more at any time since during the Class Period.

D. Unreimbursed Work-Related Expense Subclass:

All current and former employees of Defendants who worked for Defendants in California and who were not reimbursed work-related expenses at any time within four

1 (4) years before the commencement of this action through
2 the date of the order granting class certification.

3 E. Non-Compliant Wage Statement Subclass:

4 All current and former employees who are or were employed
5 by Defendants in California and who were paid any wages
6 from Defendants at any time since during the Class Period.

7 31. Plaintiff reserves the right under Code of Civil Procedure § 382 to amend or
8 modify the class description with greater specificity, further division into subclasses or with
9 limitations to particular issues.

10 32. This action has been brought and may be properly maintained as a class action
11 under the provisions of Code of Civil Procedure § 382 because the questions of law and fact at
12 issue herein are common and of general interest to Plaintiff and the Class Members, the parties
13 are numerous, and it would be impracticable to bring the claims alleged herein before the court
14 as individual claims or through some other than a class action.

15 A. Numerosity

16 33. The Class Members are so numerous that joinder of all the members of the class
17 is not feasible and not practical. While the precise number the Class Members has not been
18 determined at this time, Plaintiff is informed and believes that Defendants currently employ,
19 and during the Class Period regularly employed, more than 50 employees in California in
20 hourly wage or otherwise non-exempt positions. The identities of the Class Members are
21 readily ascertainable by inspection of Defendants' employment records. Moreover, joinder of
22 all members of the proposed class is not practicable, and individual damages for each member
23 is not anticipated to be sufficiently high to allow for practical resolution through
24 individualized litigation.

25 B. Commonality and Predominance

26 34. There are questions of law and fact common to each Class Member that
27 predominate over any questions affecting only individual Class Members. These common
28 questions of law and fact include, without limitation:

a. Whether Defendants violated California Labor Code §§ 226.7 and 512

1 and the Wage Order by failing to provide a 30 minute duty-free meal period within the first
2 five hours of each workday to Plaintiff and the Class Members on days they worked in excess
3 of five hours, and failing to compensate Plaintiff and the Class Members one hour of wages at
4 their regular rate of pay for each such missed meal period that was not provided;

5 b. Whether Defendants violated Labor Code § 226.7 and the Wage Order
6 by failing to provide a paid 10 minute duty-free rest period to Plaintiff and the Class Members
7 for every four-hour work period or major fraction thereof, by either not paying wages to
8 Plaintiff and the Class Members or reducing their wages for time spent during any rest period
9 that was provided, and by failing to compensate Plaintiff and the Class Members one hour of
10 wages for such missed and/or unpaid/underpaid rest periods;

11 c. Whether Defendants violated Labor Code §§ 1194 and 1198 and the
12 Wage Order by failing to pay Plaintiff and the Class Members the appropriate premium
13 overtime wages for all overtime hours worked;

14 d. Whether Defendants violated California Labor Code § 226 by failing to
15 provide accurate itemized wage statements to Plaintiff and the Class Members containing all
16 of the information required by Labor Code § 226;

17 e. Whether Defendants violated California Labor Code §§ 201, 202, 204,
18 216, 218, 221, 1194 and 1198 by failing and refusing to pay Plaintiff and the Class Members
19 agreed wages for all work performed by them, including minimum wage and/or overtime as
20 compensation for any and all hours worked because of Defendant's illegal call-in policies;

21 f. Whether Defendants violated Labor Code §§ 201, 202, 203 and 204 by
22 failing to timely pay Plaintiff and the Class Members all wages for work performed by them
23 during their employment and failing to timely pay Plaintiff and the Class Members at the end
24 of their employment all wages for work performed by them during their employment;

25 g. Whether Defendants violated Labor Code §§ 201, 202, and 204 by
26 failing to timely pay Plaintiff and the Class Members for all wages and hours worked during
27 their employment;

28 h. Whether Defendants violated Labor Code § 2802 by failing to reimburse

1 employees for all business expenses, including vehicle and phone-related expenses incurred in
 2 connection with mandatory work-related travel and phone calls;

3 i. Whether Defendants' failure to pay wages, and premiums in accordance
 4 with the California Labor Code and the Wage Order was willful;

5 j. Whether Defendants violated Labor Code § 1198 and the Wage Order for
 6 failing to keep accurate records with respect to each employee;

7 k. Whether Defendants' conduct as alleged throughout this complaint was
 8 willful or reckless;

9 l. The appropriate amount of damages, restitution and/or monetary
 10 penalties resulting from Defendants' violations of California law;

11 m. Whether Plaintiff and the Class members are entitled to equitable relief,
 12 including but not limited to, injunctive and declaratory relief, pursuant to Business and
 13 Professions Code §§ 17200 et seq.; and

14 n. Whether Defendants violated Business and Professions Code §§ 17200 et
 15 seq., by failing to provide meal and rest periods mandated by Labor Codes § 226.7, 512 and
 16 the Wage Order; by failing to compensate Plaintiff and the Class Members one (1) hour of pay
 17 for meal periods and rest periods that were not provided; by failing to pay regular and
 18 overtime wages for all hours worked; failing to pay reporting time pay; failing to provide
 19 complete and accurate wage statements to Plaintiff and the Class Members in accordance with
 20 Labor Code § 226; by failing to pay agreed wages; by failing to pay Plaintiff and the Class
 21 Members all wages due upon termination; and by failing to timely provide all wages due to
 22 Plaintiff and the Class Members.

23 **C. Typicality**

24 35. The claims of Plaintiff are typical of the claims of the Class Members. Plaintiff
 25 and the Class Members sustained injuries and damages arising out of and caused by the
 26 Defendants' common course of conduct in violation of statutes, common law, wage orders
 27 and/or regulations that have the force and effect of law, as alleged herein. Plaintiff has a well-
 28 defined community of interest with the Class Members and are qualified to, and will, fairly

1 and adequately protect the interests of each Class Member.

2 **D. Adequacy of Representation**

3 36. Plaintiff will fairly and adequately represent and protect the interests of the Class
4 Members. Plaintiff acknowledges Plaintiff's obligation to make known to the Court any
5 relationship, conflict or difference with any Class Member. Plaintiff has incurred and
6 throughout this action will continue to incur, costs and attorney's fees necessarily expended
7 for the prosecution of this action for the substantial benefit of each Class Members. Counsel
8 who represents Plaintiff is competent and experienced in litigating class actions, versed in the
9 rules governing class action discovery certification, settlement and trial, and will vigorously
10 and competently pursue the claims of Plaintiff and the Class Members.

11 **E. Superiority**

12 37. The nature of this action makes the use of class action adjudication superior to
13 other methods. The class action will achieve economies of time, effort and expense as
14 compared with separate individual lawsuits on behalf of each Class Member, and will avoid
15 inconsistent outcomes because the same issues will be adjudicated in the same manner and at
16 the same time for the entire class.

17 **F. Public Policy Consideration**

18 38. Employers in the State of California violate employment and labor laws on a
19 daily basis. Employees are often intimidated and afraid to assert their rights out of fear that
20 they will be subjected direct or indirect retaliation by their employers. Former employees
21 (those who are no longer employed by a particular employer who had subjected them to
22 employment and labor law violations) are fearful of brining actions against their former
23 employers because they believe their former employers might damage their future endeavors
24 through negative references and/or other means. Class actions provide Class Members who
25 are not named in the complaint with vindication of their rights while also protecting their
26 privacy and shielding them from retaliation.
27
28

FIRST CAUSE OF ACTION**Failure to Provide Meal Periods or Compensation in Lieu Thereof
(Labor Code §§ 226.7 and 1198; and the Wage Order)
(Plaintiff and the Class Members against Defendants)**

39. Plaintiff and the Class Members allege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

40. California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

41. At all times relevant to this action, the Wage Order and California Labor Code § 1198 provided that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

42. Throughout the Class Period, Defendants and/or their authorized supervisors repeatedly failed to comply with the meal period requirements of the Labor Code and the Wage Order by failing to provide Plaintiff and the Class Members with a thirty (30) minute uninterrupted duty-free meal period within five (5) hours of the beginning of their shift, in violation of Labor Code §§ 512, 226.7, and the Wage Order. Defendants also failed to compensate Plaintiff and the Class Members one (1) hour of wages for any of the missed meal periods not provided by Defendants, as alleged above, which failure also violated Labor Code §§ 512 and 226.7 and the Wage Order.

43. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff and the Class Members are entitled to recover from Defendants one (1) additional hour of pay at

1 their regular hourly rate of compensation for each meal period violation as alleged herein.

2 44. Defendants were at all times aware of the Labor Code and Wage Order
3 requirements that they provide Plaintiff and the Class Members with such meal periods and
4 was aware that Plaintiff and the Class Members regularly worked more than five (5) hours in a
5 shift without receiving mandated meal periods. Thus, Defendants willfully violated the
6 provisions of Labor Code §§ 226.7 and 512 and the Wage Order.

7 45. As a result of the unlawful conduct of Defendants, Plaintiff and the Class
8 Members have been deprived of wages and other compensation in amounts to be determined at
9 trial, and are entitled to recovery of such amounts.

10 46. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
11 for.

12 **SECOND CAUSE OF ACTION**
13 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
14 **(Labor Code §§ 226.7 and 1198; and The Wage Order)**
15 **(Plaintiff and the Class Members against Defendants)**

16 47. Plaintiff and the Class Members allege and incorporate by reference all of the
17 allegations contained in the preceding paragraphs as though fully set forth herein.

18 48. California Labor Code § 226.7 provides that no employer shall require an
19 employee to work during any rest period mandated by an applicable order of the California
20 Industrial Welfare Commission. Labor Code Section 226.7 further provides that if an
21 employer fails to provide an employee a meal period or rest period in accordance with an
22 applicable order of the Industrial Welfare Commission, the employer shall pay the employee
23 one additional hour of pay at the employee's regular rate of compensation for each workday
24 that the meal or rest period is not provided.

25 49. The Wage Order and California Labor Code § 226.7 provides that every
26 employer shall provide and shall authorize and permit all employees to take rest periods,
27 which insofar as practicable shall be in the middle of each work period, and that the rest period
28 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
per four (4) hours or major fraction thereof, unless the total daily work time is less than three
and one-half hours.

1 50. Throughout the Class period, on days in which Plaintiff and the Class Members
2 worked at least three and one half hours, Defendants regularly and repeatedly required
3 Plaintiff and the Class Members to work four (4) hours and/or a major fraction thereof without
4 providing, authorizing or permitting at least one ten (10) minute rest period during which
5 Plaintiff's and the Class Members were relieved of all duties (hereafter "rest period") per each
6 four (4) hour period, or a major fraction thereof, worked.

7 51. Throughout the Class Period, Defendants failed to pay Plaintiff and the Class
8 Members a premium of one hour pay at their regular rate of pay for each rest period not
9 provided, authorized, and permitted as alleged herein, pursuant to Labor Code § 226.7.

10 52. Defendants were at all times aware of the Labor Code and Wage Order
11 requirements that they provide Plaintiff and the Class Members with the rest periods described
12 above and were aware that Plaintiff and the Class Members regularly worked more than four
13 (4) hours or major fraction thereof without receiving mandated rest periods. Defendants
14 therefore at all times willfully violated the provisions of Labor Code § 226.7 and the Wage
15 Order.

16 53. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff and
17 the Class Members are entitled to recover from Defendants one (1) additional hour of pay at
18 their regular hourly rate of compensation for each workday that a rest period was not provided.
19 As a result of the unlawful conduct of Defendant, Plaintiff have been deprived of wages and
20 compensation in amounts to be determined at trial, and are entitled to recovery of such
21 amounts.

22 54. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
23 for.

24 **THIRD CAUSE OF ACTION**
25 **Failure to Pay Hourly and Overtime Wages**
26 **(California Labor Code §§ 1194 and 1198; and The Wage Order)**
27 **(Plaintiff and the Class Members against Defendants)**

28 55. Plaintiff and the Class Members incorporate by reference all of the allegations
contained in the preceding paragraphs as though fully set forth herein.

56. Plaintiff and the Class Members base this cause of action upon Defendants'

1 willful and intentional violations of the California Labor Code and Industrial Welfare
2 Commission requirements that Defendants pay Plaintiff and the Class Members for all hours
3 worked, including the requirement to pay premium overtime wages to Plaintiff and the Class
4 Members for overtime hours worked in a workday and/or in a workweek, and/or on the
5 seventh consecutive day in a workweek.

6 57. Pursuant to Labor Code § 204, as well as other applicable laws and regulations,
7 and public policy, an employer must timely pay its employees for all hours worked.

8 58. Labor Code § 1198 provides that “The maximum hours of work and the standard
9 conditions of labor fixed by the commission shall be the maximum hours of work and the
10 standard conditions of labor for employees. The employment of any employee for longer hours
11 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

12 59. Labor Code § 1194 provides that “any employee receiving less than the legal
13 minimum wage or the legal overtime compensation applicable to the employee is entitled to
14 recover in a civil action the unpaid balance of the full amount of this minimum wage or
15 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
16 suit.”

17 60. Throughout the Class Period, Defendants knew or had reason to know that
18 Plaintiff and the Class Members were regularly and consistently worked overtime without
19 being paid the appropriate premium overtime wage required by Labor Code §§ 1194 and 1198,
20 and the Wage Order.

21 61. Throughout the Class Period, Defendants' conduct as alleged herein amounted to
22 a uniform pattern of unlawful wage and hour practices which resulted from the
23 implementation of uniform policies and practices by which Defendants failed to accurately
24 record all hours worked by Plaintiff and the Class Members thereby denying payment of
25 overtime premium wages to Plaintiff and the Class Members for overtime hours worked.

26 62. In committing the violations of the California Labor Code as alleged herein,
27 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
28 benefits in violation of the California Labor Code, the Industrial Welfare Commission

1 requirements and other applicable laws and regulations.

2 63. As a direct result of Defendants' unlawful wage practices as alleged herein,
3 Plaintiff and the Class Members have been denied full compensation for all hours worked by
4 them, including but not limited to premium overtime wages for overtime hours.

5 64. The Labor Code and the Wage order set forth various exemptions by which
6 certain categories of employees are exempt from the protections of the overtime laws
7 contained in the Labor Code. At no time during Plaintiff's employment did any of these
8 exemptions apply to Plaintiff and the Class Members. Moreover, at no time were Plaintiff and
9 the Class Members subject to a valid collective bargaining agreement that would preclude the
10 causes of action set forth in this complaint. Rather, Plaintiff and the Class Members bring this
11 action because of Defendants' violations of non-waiveable rights guaranteed to them by the
12 State of California.

13 65. As a direct consequence of Defendants' unlawful failure to pay Plaintiff and the
14 Class Members the full and accurate amount of all earned wages at the appropriate rate for the
15 true number of hours they worked, Plaintiff and the Class Members have suffered and will
16 continue to suffer economic injuries in an amount which is presently unknown to them and
17 which will be ascertained according to proof at trial.

18 66. In performing the acts and practices in violation of California labor laws as
19 herein alleged, Defendants have acted and continue to act intentionally, oppressively and
20 maliciously towards Plaintiff and the Class Members, with a conscious disregard for their legal
21 rights and the consequences to them, and with the intent of depriving them of their property
22 and legal rights and otherwise causing them injury, in order to increase Defendants' profits at
23 the expense of Plaintiff and the Class Members.

24 67. Plaintiff and the Class Members request recovery of all unpaid wages, including
25 overtime premium wages, in an amount according to proof, interest on such amounts, statutory
26 costs, and the assessment of any and all statutory penalties against Defendants, all in the sums
27 as provided by the California Labor Code and/or other applicable statutes. In addition, to the
28 extent that overtime compensation is owed Plaintiff and the Class Members whose

1 employment has been terminated, Defendants' conduct violates Labor Code §§ 201 and/or
2 202, entitling Plaintiff and the Class Members to waiting time penalties under Labor Code §
3 203, which penalties are sought herein on behalf of Plaintiff and the Class Members.

4 68. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
5 for.

6 **FOURTH CAUSE OF ACTION**

7 **Failure to Comply with Itemized Employee Wage Statement Requirements**
8 **(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)**
9 **(Plaintiff and the Class Members against Defendants)**

10 69. Plaintiff and the Class Members allege and incorporate by reference all of the
11 allegations contained in the preceding paragraphs, as though fully set forth herein.

12 70. Labor Code § 226(a) and the Wage Order require Defendants to itemize in wage
13 statements all deductions from payment of wages, to accurately report total hours worked, to
14 report the rate of pay for hours worked, and keep the records on file at the place of
15 employment or at a central location within the State of California. Defendants have
16 knowingly and intentionally failed to comply with Labor Code § 226(a) and the Wage Order
17 with respect to wage statements they have provided to Plaintiff and the Class Members.

18 71. Labor Code § 1174 and the Wage Order requires Defendants to maintain and
19 preserve, at the place of employment or at a central location within the State of California,
20 among other items, accurate records showing the names and addresses of all employees
21 employed, payroll records accurately showing the hours worked daily and the wages paid to its
22 employees. Defendants have knowingly and intentionally failed to comply with these
23 requirements in violation of Labor Code §§ 1174 and 1175 and the Wage Order.

24 72. Labor Code § 226(a) and the Wage Order provide that every employer shall,
25 semimonthly or at the time of each payment of wages, furnish each of its employees an
26 accurate itemized statement in writing showing gross wages earned, total hours worked by the
27 employee, the number of piece rate units and the applicable rate, all deductions, net wages
28 earned, the inclusive dates of the period for which the employee is paid, the name of the
employee and the last four digits of the employee's social security number (or an employee
identification number), the name and address of the legal entity that is the employer and all

1 applicable hourly rates in effect during the pay period and the corresponding numbers of hours
2 worked at each hourly rate by the employee. Labor Code § 226(a) mandates that deductions
3 made from payments of wages shall be recorded in ink, properly dated and a copy of the
4 statement or a record of deductions be kept on file by the employer for at least three years.
5 Moreover, the Wage Order requires Defendants to maintain time records for each employee
6 showing, including but not limited to, an accurate report of the total hours worked by each
7 employee, when the employee begins and ends each work period, meal periods, and total daily
8 hours worked in itemized wage statements, and all deductions from payment of wages.

9 73. Throughout the Class Period, Defendants have regularly and consistently,
10 intentionally and willfully, failed to provide Plaintiff and the Class Members with complete
11 and accurate wage statements.

12 74. The Wage Order provides that an employer must keep accurate information with
13 regard to each employee, which shall include time records showing when the employee begins
14 and ends each work period, split shift intervals, total daily hours worked and total hours
15 worked in the pay period and the applicable rates of pay.

16 75. Throughout the Class Period, Defendants continually failed to keep accurate
17 records and information with regard to Plaintiff and the Class Members as required by the
18 Wage Order. Defendants repeatedly provided Plaintiff and the Class Members with wage
19 statements that, among other inaccuracies, failed to include complete and accurate information
20 on the following: (1) gross wages earned; (2) total hours worked; (3) all deductions from
21 wages; (4) net wages earned; (5) all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate; and (6) reimbursement for
23 work-related expenses.

24 76. As a result of Defendants' violation of Labor Code §§ 226(a), 1174 and 1175, as
25 well as the Wage Order, Plaintiff and the Class Members have suffered injury and damage to
26 their statutorily-protected rights. These injuries and damages include, but are not limited to,
27 the denial of their legal right to receive and their protected interest in receiving accurate,
28 itemized wage statements under Labor Code § 226(a). Moreover, the inaccurate and

1 incomplete wage statements provided by Defendants deceived Plaintiff and the Class
2 Members about the wages and other compensation to which they were entitled and deprived
3 them of such wages and compensation. As a further result of Defendants' failure to provide
4 Plaintiff and the Class Members with accurate wage statements in accordance with Labor
5 Code § 226 and to keep accurate time records as required by the Wage Order, Plaintiff and the
6 Class Members have suffered injuries and are entitled to penalties under Labor Code § 226
7 and Labor Code § 226.3 which states that any employer who violates § 226 shall be subject to
8 a civil penalty in the amount of \$250.00 per employee per violation in an initial citation. The
9 civil penalty provided for in this section is in addition to any other penalty provided by law, in
10 an amount to be proven at trial. The injuries suffered by Plaintiff and the Class Members
11 include, but are not limited to, having been, and continuing to be, forced to conduct
12 investigations and perform mathematical computations in an attempt to reconstruct their time
13 records; the inability to reconstruct their time records; the inability to discern the amount of
14 wages they were paid and/or the applicable wage rate; the inability to determine the number of
15 hours, including but not limited to, overtime hours they worked; the inability to determine the
16 number of rest periods and meal periods they were forced to forego; the inability to determine
17 whether they were compensated for all meal and rest periods of which they had been deprived;
18 the inability to determine whether they were paid all wages due for work they performed; the
19 inability to determine the amount of wages owing and unpaid; having been, and continuing to
20 be, forced to hire attorneys and initiate a lawsuit in order to ascertain the aforementioned
21 information.

22 77. Plaintiff and the Class Members are further entitled to recover from Defendants
23 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
24 § 226(a), or an aggregate penalty not exceeding \$4,000.00.

25 78. Plaintiff and the Class Members are also entitled to injunctive relief to ensure
26 compliance with this section, pursuant to Labor Code § 226(g).

27 79. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a
28 knowing and intentional failure by an employer to comply with Labor Code § 226(a) is

entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs and reasonable attorneys' fees.

80. Moreover, an employee is entitled under the Labor Code § 226(g) to injunctive relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and reasonable attorneys' fees.

81. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

FIFTH CAUSE OF ACTION
Failure to Pay All Wages Upon Termination
(California Labor Code §§ 201, 202 and 203; and The Wage Order)
(Plaintiff and the Class Members against Defendants)

82. Plaintiff and the Class Members incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

83. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

84. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

85. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

86. Defendants willfully failed to pay Plaintiff and the Class Members all their wages due, as alleged hereinabove and hereinafter, upon the termination of their employment within the times prescribed by Labor Code §§201 and 202 and are therefore subject to a waiting time penalty. Plaintiff and the Class Members are entitled to recover from Defendants the statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a

thirty (30) day maximum pursuant to California Labor Code § 203.

87. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed for.

SIXTH CAUSE OF ACTION
Violation of Labor Code § 2802
(Plaintiff and the Class Members against Defendants)

88. Plaintiff and the Class Members incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

89. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

90. At all times herein alleged, Defendants regularly and consistently violated Labor Code § 2802 by failing to reimburse Plaintiff and the Class Members for expenses incurred in the performance of their duties, including expenses associated with the use of Plaintiff's and the Class Members' personal vehicles and phones for mandatory work-related tasks.

91. Plaintiff and the Class Members were required to retain attorneys to bring this action and are entitled to an award of reasonable attorneys' fees pursuant to Labor Code § 2802(c).

SEVENTH CAUSE OF ACTION
California Labor Code Private Attorneys General Act of 2004
(California Labor Code § 2698)
(Plaintiff and the Aggrieved Employees against
Defendants PARADISE)

92. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

93. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code Section 2699.5.

94. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff has suffered violations including, but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 246, 510, 512, 558, 1174, 1194,

1197, 1197.1, 1198, 1199, 2698 et seq 2699(f) and (g), 2800, 2802, and the Wage Order.

95. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff and the employees, and the State of California against Defendants on behalf of himself and the employees.

96. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

EIGHTH CAUSE OF ACTION

Unfair Business Practices

**(California Business and Professions Code §§ 17200 et seq. and Common Law)
(Plaintiff and the Class Members against Defendants)**

97. Plaintiff and the Class Members hereby incorporate each of the preceding paragraphs of this Complaint as if fully alleged herein.

98. Plaintiff and the Class Members suffered direct injury as a result of the Defendants' conduct, as alleged in the preceding paragraphs, and bring this action under Code of Civil Procedure § 382. The deprivation by Defendants of Plaintiff and the Class Members of wages due and lawful meal and rest periods, and Defendants' provision of inaccurate wage statements, are unlawful business practices within the meaning of Business and Professions Code § 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations, and statutes, and further, whether or not in violation of the aforementioned Wage Order, regulation and statutes, amount to practices which are otherwise unfair.

99. Under Business and Professions Code § 17200, et seq., including, but not limited to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of himself and on the behalf of each of the members of the class alleged herein. Plaintiff and the Class Members seek, among others, restitution of compensation due during the Class Period.

100. Throughout the Class Period, Defendants have committed violations of law, as described herein, including, but not limited to: violation of Labor Code §§ 204, 216, 218, 221, 226.7, 510, 512(a), 1194, 1198, 2802 and the Wage Order.

101. These unlawful and unfair business practices defeat the public interest purposes of the State's labor laws, as set forth in the sections of the California Labor Code, the California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all

1 of which promote compliance with labor laws and employment regulations by participants in
2 Defendants' industry.

3 102. Defendants' unfair and unlawful business practices thus have violated the
4 sections of the Labor Code, California Code of Regulation and the Wage Order referenced in
5 this complaint and have imposed harm on their employees and their competitors and will
6 continue to do so until abated. As a result of these unfair and unlawful business practices,
7 Defendants have retained monies belonging to Plaintiff and the Class Members and they have
8 been unjustly enriched at Plaintiff' and the Class Members' expense. Plaintiff and the Class
9 Members are entitled to restitution of the wages and monies withheld and retained by
10 Defendants during the Class Period and a preliminary and permanent injunction requiring
11 Defendants to pay all wages and sums due to Plaintiff and the Class Members, to provide
12 mandatory rest and meal periods, and to provide accurate and complete wage statements.

13 103. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class
14 Members have suffered injury and loss of money.

15 104. This action will result in the enforcement of an important right affecting the
16 public interest. The conduct of Defendants as alleged herein has been and continues to be
17 unfair, unlawful and harmful to Plaintiff and the Class Members, and the general public.
18 Accordingly, under Code of Civil Procedure § 1021.5, Plaintiff and the Class Members are
19 entitled to an award of reasonable attorneys' fees according to proof.

20 105. WHEREFORE, Plaintiff and the Class Members request relief as hereinafter
21 prayed for.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, on behalf of himself and on behalf of the Class Members
24 prays as follows:

25 **CLASS CERTIFICATION**

- 26 1. That this action be certified as a class action and that the class identified herein
27 be certified;
28 2. That Plaintiff be appointed as the representative of all the Class Members;
3. That counsel for Plaintiff be appointed as class counsel.

AS TO THE FIRST CAUSE OF ACTION

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7, 512, 1198 and the Wage Order by willfully failing to provide all meal periods to Plaintiff and the Class Members;

5. That the Court grant an award to Plaintiff and the Class Members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

6. For all actual, consequential and incidental losses and damages, according to proof;

7. For premiums pursuant to California Labor Code § 226.7(b);

8. For prejudgment interest on any unpaid wages for the date such amounts were due;

9. For all civil penalties and reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code §§ 210 and 211; and

10. For such other further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

11. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7, 512, 1198 and the Wage Order by willfully failing to provide all rest periods to Plaintiff and the Class Members;

12. That the Court grant an award to the Plaintiff and the Class Members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

13. For all actual, consequential and incidental losses and damages, according to proof;

14. For premiums pursuant to California Labor Code § 226.7(b);

15. For prejudgment interest on any unpaid wages for the date such amounts were due;

16. For all civil penalties and reasonable attorneys' fees and costs of suit incurred

herein pursuant to California Labor Code §§ 210 and 211; and

17. For such other further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510, 1194, and 1198, and the Wage Order by willfully failing to pay wages to Plaintiff and the Class Members;

19. That the Court grant an award to Plaintiff and the Class Members for Defendants willfully failing to pay wages due to Plaintiff and the Class Members;

20. For all actual, consequential and incidental losses and damages, according to proof;

21. For prejudgment interest on any unpaid wages for the date such amounts were due;

22. For all civil penalties and reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code §§ 218.5, 218.6, 558, 1194, and 1197; and

23. For such other further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

24. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226 and the Wage Order as to Plaintiff and the Class Members and that Defendants willfully failed to provide accurate itemized wage statements to Plaintiff and the Class Members;

25. For all actual, consequential and incidental losses and damages, according to proof or, alternatively, for statutory penalties pursuant to California Labor Code § 226(e);

26. For injunctive relief to ensure compliance with Labor Code § 226(a), pursuant to California Labor Code § 226(g);

27. For all civil penalties and reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 226.3; and

28. For such other further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

29. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
2 of Plaintiff and the Class Members termination of employment;

3 30. For all actual, consequential and incidental losses and damages, according to
4 proof;

5 31. For statutory wage penalties in favor of Plaintiff and the Class Members that
6 have left Defendants' employment, pursuant to California Labor Code §§ 203 and 210;

7 32. For prejudgment interest on any unpaid wages for the date such amounts were
8 due;

9 33. For all civil penalties and reasonable attorneys' fees and costs of suit incurred
10 herein pursuant to California Labor Code §§ 203, 210, 211, 218.5, 218.6, and 1194; and

11 34. For such other further relief as the Court may deem equitable and appropriate.

12 **AS TO THE SIXTH CAUSE OF ACTION**

13 35. For damages and/or penalties pursuant to statute as set forth in California Labor
14 Code §§ 2800, 2802, and the applicable wage order, and for costs and attorneys' fees.

15 **AS TO THE SEVENTH CAUSE OF ACTION**

16 36. That the Court declare, adjudge and decree that Defendants violated the
17 California Labor Code Private Attorneys General Act of 2004 and Labor Code § 2698 et seq.,
18 as a consequence of their failure to provide meal and rest periods, failure to pay agreed wages
19 and compensation for work, failure to pay overtime wages, failure to pay report time pay,
20 failure to pay travel time, failure to provide accurate wage statements, failure to pay all wages
21 earned, failure to pay wages when due, all of which violate the Labor Code and give rise to
22 statutory penalties as a result of such conduct, including but not limited to, penalties as
23 provided by Labor Code §§ 203, 204, 210, 1197.1, and 2699(f) and (g), and the Wage Order.

24 37. That the Court grant an award to Plaintiff and the employees, of civil penalties
25 as prescribed by the Labor Code Private Attorneys General Act of 2004, including but not
26 limited to, statutory penalties for Plaintiff and the employees of Defendants against whom one
27 or more violations of the Labor Code was committed;

28 38. For statutory penalties pursuant to California Labor Code § 2699(f);

39. For all civil penalties and reasonable attorneys' fees and costs of suit incurred

herein pursuant to California Labor Code § 2699(g); and

40. For such other further relief as the Court may deem equitable and appropriate
AS TO THE EIGHTH CAUSE OF ACTION

41. That the Court declare, adjudge and decree that Defendants violated Business and Professions Code § 17200 et seq., by failing to provide all meal and rest periods to Plaintiff and the Class Members, failing to pay for all missed meal and rest periods to Plaintiff and the Class Members, failing to pay overtime premiums, failing to provide accurate and complete wage statements, failing to pay agreed wages, and failing to timely provide Plaintiff and the Class Members all compensation due to them during their employment and after the termination of their employment.

42. For restitution of unpaid wages and penalties to Plaintiff and the Class Members, and for prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a Receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of Business and Professions Code § 17200 et seq.;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to Business and Professions Code § 17200 et seq.; and

46. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 8, 2022

FITZPATRICK & SWANSTON

By: /s/ B. James Fitzpatrick
B. James Fitzpatrick
Attorneys for Plaintiff,
RICHARD MONREAL on behalf of
himself and all similarly aggrieved
employees