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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

FRANK DEGOURVILLE, individually, and
on behalf of other members of the general
public similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

TPS PARKING MANAGEMENT INC., an
unknown business entity; TPS PARKING
MANAGEMENT, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV07881

**FIRST AMENDED CONSOLIDATED
CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

(10) Violation of California Business &
Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff FRANK DEGOURVILLE (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles.

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PARTIES

5. Defendant TPS PARKING MANAGEMENT, LLC, at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

6. At all relevant times, Defendant TPS PARKING MANAGEMENT, LLC, was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

7. At all times herein relevant, Defendants TPS PARKING MANAGEMENT, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff, the other class members, and the other aggrieved employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

9. Defendant TPS PARKING MANAGEMENT, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

10. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the other class members, and the other aggrieved employees so as to make each of said

Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

12. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from March 1, 2017 to final judgment and who reside in California.

(Subclass A) All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all non-discretionary bonuses or other incentive-based compensation.

13. Plaintiff reserves the right to establish other subclasses as appropriate.

14. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest

1 that is antagonistic to the other class members. Plaintiff's attorneys, the
2 proposed class counsel, are versed in the rules governing class action
3 discovery, certification, and settlement. Plaintiff has incurred, and during
4 the pendency of this action will continue to incur, costs and attorneys'
5 fees, that have been, are, and will be necessarily expended for the
6 prosecution of this action for the substantial benefit of each class member.

7 d. Superiority: A class action is superior to other available methods for the
8 fair and efficient adjudication of this litigation because individual joinder
9 of all class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action
11 will advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid
13 to assert their rights out of fear of direct or indirect retaliation. However,
14 class actions provide the class members who are not named in the
15 complaint anonymity that allows for the vindication of their rights.

16 15. There are common questions of law and fact as to the class members that
17 predominate over questions affecting only individual members. The following common
18 questions of law or fact, among others, exist as to the members of the class:

19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the California Labor Code, was willful;

21 b. Whether Defendants' had a corporate policy and practice of failing to pay
22 their hourly-paid or non-exempt employees within the State of California
23 for all hours worked and missed (short, late, interrupted, and/or missed
24 altogether) meal periods and rest breaks in violation of California law;

25 c. Whether Defendants required Plaintiff and the other class members to
26 work over eight (8) hours per day, over forty (40) hours per week, and/or
27 over six (6) days and failed to pay the legally required overtime
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1 compensation to Plaintiff and the other class members;

2 d. Whether Defendants deprived Plaintiff and the other class members of
3 meal and/or rest periods or required Plaintiff and the other class members
4 to work during meal and/or rest periods without compensation;

5 e. Whether Defendants failed to use earned commissions, non-discretionary
6 bonuses, non-discretionary monetary and non-monetary incentives, non-
7 discretionary production and/or performance pay, and/or shift differentials
8 to calculate the regular rate of pay used to calculate the overtime rate for
9 the payment of overtime wages where Plaintiffs and the other class
10 members earned commissions, non-discretionary bonuses, non-
11 discretionary monetary and non-monetary incentives, non-discretionary
12 production and/or performance pay, and/or shift differentials and overtime
13 wages in the same workweek;

14 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
15 other class members for all hours worked;

16 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
17 class members within the required time upon their discharge or
18 resignation;

19 h. Whether Defendants failed to timely pay all wages due to Plaintiff and the
20 other class members during their employment;

21 i. Whether Defendants complied with wage reporting as required by the
22 California Labor Code; including, *inter alia*, section 226;

23 j. Whether Defendants kept complete and accurate payroll records as
24 required by the California Labor Code, including, *inter alia*, section
25 1174(d);

26 k. Whether Defendants failed to reimburse Plaintiff and the other class
27 members for necessary business-related expenses and costs;

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- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

16. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

17. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

18. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

19. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

20. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission

(hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

21. On March 12, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant TPS PARKING MANAGEMENT, LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.

22. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as all applicable Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order Nos. 4-2001, 9-2001, and 15-2001.

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GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles, including but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter collectively referred to as the “other aggrieved employees”).

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately October 2019 to approximately March 2020, in the State of California, County of Los Angeles.

25. Defendants hired Plaintiff, the other class members, and the other aggrieved employees classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, short, late, and/or interrupted meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff, the other class members, and the other aggrieved employees to set work rules and conditions governing Plaintiff’s and the other class members’ employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s, the other class members’, and the other aggrieved employees’ employment for them to be joint employers of Plaintiff and the other class members.

28. Defendants directly hired and paid wages and benefits to Plaintiff, the other class members, and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

30. Plaintiff, the other class members, and the other aggrieved employees worked

1 over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) days in a workweek
2 during their employment with Defendants.

3 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 engaged in a unifrom policy and systematic scheme of wage abuse against their hourly-paid or
5 non-exempt employees within the State of California. This pattern and practice involved, *inter*
6 *alia*, failing to pay them for all hours worked and missed, short, late, and/or interrupted meal
7 periods and rest breaks in violation of California law.

8 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the other class members, and the other aggrieved
10 employees were entitled to receive certain wages for overtime compensation and that they were
11 not receiving accurate overtime compensation for all overtime hours worked.

12 33.

13 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 failed to provide Plaintiff, the other class members, and the other aggrieved employees all
15 required rest and meal periods during the relevant time period as required under the Industrial
16 Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium
17 wages. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute
18 rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other
19 class members. Plaintiff and the other class members were required to perform work during meal
20 periods and rest periods. Defendants also required Plaintiff and the other class members to
21 remain on premises during rest periods.

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control
24 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other
25 class members a reasonable opportunity to take, and impeded or discouraged them from taking
26 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for
27 shifts lasting at least (6) hours, and/or take second thirty (30) minute uninterrupted meal breaks
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1 no later than their tenth hour of work for shifts lasting more than ten (10) hours.

2 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff, the other class members, and the other aggrieved
4 employees were entitled to receive all meal periods or payment of one additional hour of pay at
5 Plaintiff's and the other class member's regular rate of pay when a meal period was missed,
6 short, late, and/or interrupted and they did not receive all meal periods or payment of one
7 additional hour of pay at Plaintiff's, the other class members', and the other aggrieved
8 employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted.

9 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff, the other class members, and the other aggrieved
11 employees were entitled to receive all rest periods or payment of one additional hour of pay at
12 Plaintiff's and the other class member's regular rate of pay when a rest period was missed, short,
13 and/or interrupted and they did not receive all rest periods or payment of one additional hour of
14 pay at Plaintiff's, the other class members', and the other aggrieved employees' regular rate of
15 pay when a rest period was missed, short, and/or interrupted.

16 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff, the other class members, and the other aggrieved
18 employees were entitled to receive at least minimum wages for compensation and that they were
19 not receiving at least minimum wages for all hours worked.

20 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff, the other class members, and the other aggrieved
22 employees were entitled to receive all wages owed to them upon discharge or resignation,
23 including earned by unpaid overtime wages, minimum wages, and meal and rest period
24 premiums, and they did not, in fact, receive all such wages owed to them at the time of their
25 discharge or resignation.

26 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff, the other class members, and the other aggrieved
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1 employees were entitled to receive all wages owed to them during their employment. Plaintiff,
2 the other class members, and the other aggrieved employees did not receive payment of all
3 wages, including overtime and minimum wages and meal and rest period premiums, within any
4 time permissible under California Labor Code section 204.

5 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff, the other class members, and the other aggrieved
7 employees were entitled to receive complete and accurate wage statements in accordance with
8 California law, but, in fact, they did not receive complete and accurate wage statements from
9 Defendants. The deficiencies included, *inter alia*, the failure to include the actual number of
10 hours worked by Plaintiff, the other class members, and the other aggrieved employees,
11 including work performed off-the-clock.

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Defendants had to keep complete and accurate payroll records
14 for Plaintiff, the other class members, and the other aggrieved employees in accordance with
15 California law, but, in fact, did not keep complete and accurate payroll records.

16 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff, the other class members, and the other aggrieved
18 employees were entitled to reimbursement for necessary business-related expenses.

19 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiff, the other class
21 members, and the other aggrieved employees pursuant to California law, and that Defendants
22 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
23 failed to do so, and falsely represented to Plaintiff, the other class members, and the other
24 aggrieved employees that they were properly denied wages, all in order to increase Defendants'
25 profits.

26 45. During the relevant time period, Defendants failed to properly compensate
27 Plaintiff, the other class members, and the other aggrieved employees pursuant to California law
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1 in order to increase Defendants' profits.

2 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
3 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
4 to him [or her] under this article."

5 **FIRST CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 510 and 1198)**

7 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

8 47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
9 through 46, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 48. California Labor Code section 1198 and the applicable Industrial Welfare
12 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
13 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
14 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

15 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and the other class members employed by Defendants, and
17 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
18 more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
19 worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or for
20 the first eight (8) hours worked on the seventh day of work in a workweek.

21 50. The applicable IWC Wage Order further provides that Defendants are and were
22 required to pay Plaintiff and the other class members overtime compensation at a rate of two
23 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

24 51. California Labor Code section 510 codifies the right to overtime compensation at
25 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
26 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
27 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
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of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

52. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek.

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

54. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)

56. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

57. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

58. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a

1 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
2 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
3 both the employer and employee.

4 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
5 section 512(a) further provide that an employer may not require, cause or permit an employee to
6 work for a work period of more than ten (10) hours per day without providing the employee with
7 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by
9 mutual consent of the employer and the employee only if the first meal period was not waived.

10 61. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
12 legally-mandated meal periods by mutual consent, were required to work for periods longer than
13 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
14 rest period.

15 62. During the relevant time period, Plaintiff and the other class members who were
16 scheduled to work for a period of time in excess of six (6) hours were required to work for
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
18 (30) minutes and/or rest period.

19 63. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiff and the other class members to work during meal periods and failed to compensate
21 Plaintiff and the other class members the full meal period premium for work performed during
22 meal periods.

23 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members the full meal period premium due pursuant to California Labor Code section
25 226.7.

26 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).
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66. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against TPS PARKING MANAGEMENT, LLC. and DOES 1 through 100)

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period 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 (3 ½) hours.

71. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

72. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class

members the full rest period premium for work performed during rest periods. With respect to rest periods, Defendants failed to relinquish all control over Plaintiffs and other hourly paid employees, as Defendants implemented a policy and practice which discouraged employees from leaving the premises for rest periods.

73. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

74. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

75. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

78. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, inter alia, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties.

79. Defendants' failure to pay Plaintiff and the other class members the minimum

1 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
2 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
3 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
4 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
6 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
7 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
8 minimum wages.

9 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 201 and 202)**

14 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

15 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 81, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 83. At all relevant times herein set forth, California Labor Code sections 201 and 202
19 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and if an employee quits his or her employment, his
21 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
22 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.

24 84. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
27 Plaintiff and other class members were not paid at the time of their discharge wages earned and
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1 unpaid throughout their employment, including but not limited to, minimum wages for time
2 worked off-the-clock to perform work duties, for meal and rest period premium payments.

3 85. Defendants' failure to pay Plaintiff and the other class members who are no longer
4 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
5 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

6 86. California Labor Code section 203 provides that if an employer willfully fails to
7 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
8 continue as a penalty from the due date thereof at the same rate until paid or until an action is
9 commenced; but the wages shall not continue for more than thirty (30) days.

10 87. Plaintiff and the other class members are entitled to recover from Defendants the
11 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
12 pursuant to California Labor Code section 203.

13 **SIXTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 204)**

15 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

16 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 87, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 89. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and
22 payable between the 16th and the 26th day of the month during which the labor was performed.

23 90. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 16th and the last day, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 1st and the 10th day of the following month.

27 91. At all times herein set forth, California Labor Code section 204 provides that all
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1 wages earned for labor in excess of the normal work period shall be paid no later than the payday
2 for the next regular payroll period.

3 92. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiff and the other class members all wages due to them, within any time period
5 permissible under California Labor Code section 204.

6 93. Plaintiff and the other class members are entitled to recover all remedies available
7 for violations of California Labor Code section 204.

8 **SEVENTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

11 94. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 93, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 95. At all material times set forth herein, California Labor Code section 226(a)
15 provides that every employer shall furnish each of his or her employees an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
17 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
18 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
19 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
20 dates of the period for which the employee is paid, (7) the name of the employee and his or her
21 social security number, (8) the name and address of the legal entity that is the employer, and (9)
22 all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee. The deductions made from payments of wages
24 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
25 year, and a copy of the statement or a record of the deductions shall be kept on file by the
26 employer for at least three years at the place of employment or at a central location within the
27 State of California.

1 established for this purpose by the commission, but in any case shall be kept on file for not less
2 than two years.

3 103. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
5 class members.

6 104. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 105. More specifically, Plaintiff and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

16 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 105, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her
22 obedience to the directions of the employer.

23 108. Plaintiff and the other class members incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants.

25 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs.

27 110. Plaintiff and the other class members are entitled to recover from Defendants their
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business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against TPS PARKING MANAGEMENT, LLC, and DOES 1 through 100)

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

113. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

114. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants' failure to provide compliant wage statements,

maintain requisite payroll records, and reimburse business expenses also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

115. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

116. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

117. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

120. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

121. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

122. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

123. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

124. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

125. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

126. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

127. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful

and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

128. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

129. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

130. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

131. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

132. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

133. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first ten

causes of action;

3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other 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;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other 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;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such

1 amounts were due;

2 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 29. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 30. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiff and the other class members no longer
10 employed by Defendants;

11 31. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiff and the other class members who have left Defendants' employ;

15 33. For pre-judgment interest on any unpaid compensation from the date such
16 amounts were due; and

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
21 by California Labor Code section 204 to Plaintiff and the other class members;

22 36. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 37. For pre-judgment interest on any unpaid compensation from the date such
25 amounts were due; and

26 38. For such other and further relief as the Court may deem just and proper.

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As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

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As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to reimburse business expenses and by violating California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. 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 California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as all applicable Industrial Welfare Commission Wage Orders and violations of any other statute, rule, and/or regulation, or similar causes of action, arising from or relating to the conduct alleged; and

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

Dated: February 28, 2024

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwazian
Yasmin Hosseini
Attorneys for Plaintiff