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 individually and on behalf of all other similarly situated employees

FILED
Superior Court Of California,
Sacramento
05/12/2021
 rsannmiguell
 By _____, Deputy
 Case Number:
34-2021-00297152

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

AHMAD ZUBAIR HUSSAINI, individually
 and on behalf of all other similarly situated
 employees,

Plaintiff,

vs.

INTEGRATED RESOURCES, INC., a
 California Corporation;
 SIEMENS MOBILITY, INC., a Delaware
 Corporation; and
 DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2021-00297152

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
 DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff AHMAD ZUBAIR HUSSAINI ("Plaintiff"), on behalf of himself and all other
 similarly situated employees, hereby files this Complaint against Defendants INTEGRATED
 RESOURCES, INC., a California Corporation; SIEMENS MOBILITY, INC., a Delaware
 Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
 On information and belief, Plaintiff alleges the following:

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2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 4.

4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately March 4, 2021. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff submitted the \$75.00 filing fee. The March 4, 2021 notice was also sent via certified mail to Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that he has exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring this action on behalf of himself and all similarly situated employees. *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

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FIRST AMENDED CLASS ACTION COMPLAINT

PARTIES

5. AHMAD ZUBAIR HUSSAINI is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, INTEGRATED RESOURCES, INC., (hereinafter referred to as "INTEGRATED") is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleges, SIEMENS MOBILITY, INC., (hereinafter referred to as "SIEMENS MOBILITY") is now and/or at all times mentioned in this Complaint was a Delaware Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. Defendant SIEMENS MOBILITY is now and/or at all times mentioned in this Complaint was a client employer within the meaning of Labor Code section 2810.3 such that it obtained or was provided workers to perform labor within its usual course of business from a labor contractor. Defendant INTEGRATED is now and/or at all times mentioned in this Complaint was a labor contractor within the meaning of Labor Code section 2810.3 such that it supplied client employers, namely Defendant SIEMENS MOBILITY, with workers to perform labor within the client employer's usual course of business. As such, Defendant SIEMENS MOBILITY and Defendant INTEGRATED must share all civil legal responsibility and civil liability for all workers supplied by Defendant INTEGRATED to Defendant SIEMENS MOBILITY for legal violations concerning the payment of wages.

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

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

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

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

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

12 **CLASS ALLEGATIONS**

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

16 All non-exempt employees who have or continue to work for the following
17 Defendants in California from four (4) years prior to the filing of this Complaint
to the present:

18 Subclass 1) all such employees who have or continue to work for
19 Defendant INTEGRATED; and

20 Subclass 2) all such employees who were employed by, placed by,
21 and paid by INTEGRATED who have or continue to work at SIEMENS
MOBILITY.

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

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

1 above stated class definition throughout the State of California during the applicable
2 statute of limitations, who were subjected to the policies and practices outlined in this
3 Complaint. As such, joinder of all members of the putative class is not practicable.

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

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

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

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

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

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

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

24 GENERAL ALLEGATIONS

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

27 18. Plaintiff worked for Defendants from approximately May 06, 2020 to July 11, 2020, as a
28 Health Screener for Covid-19, checking temperatures, performing health questioners, and reporting

1 positive and negative test results. Plaintiff and similarly situated employees typically worked over eight
2 (8) hours per day and forty (40) hours per week.

3 19. Defendants failed to pay Plaintiff and similarly situated employees for overtime when
4 they worked more than eight (8) hours a day, but under forty (40) hours in a week. In addition to this,
5 Defendants failed to pay Plaintiff and similarly situated employees for all hours worked.

6 20. There were times when Plaintiff was not paid for time he spent traveling from the main
7 entrance, where he picked up supplies (such as thermometers to check temperatures of incoming
8 employees), to the other side of the facility where his workstation was located. Plaintiff was also
9 sometimes not paid for his time delivering supplies from the main entrance to the incoming shift, which
10 arrived at his workstation at the end of his shift.

11 21. Plaintiff estimates he was not paid wages for time worked in an amount of approximately
12 one (1) to two (2) hour per week, due to the unpaid time summarized above. In addition to this, Plaintiff
13 was specifically informed by the staffing coordinator to report his hours at the end of week as total hours
14 worked per day, as opposed to reporting his precise in and out times. Defendants did not have any
15 devices or clocks for Plaintiff and similarly situated employees to clock in and out of work. This
16 rounding policy resulted in minimum wages and overtime being forfeited by Plaintiff and similarly
17 situated employees. As a result of these practices, Defendants failed to keep accurate records of
18 Plaintiff's and similarly situated employees' time worked.

19 22. Further, on a consistent basis, Plaintiff and similarly situated employees were not able to
20 take their meal break within the first five hours (5) of work. In fact, Defendants specifically informed
21 Plaintiff he did not need to take his meal period within the first five (5) hours of work. Defendants also
22 did not have a method for accounting for meal periods taken by Plaintiff and similarly situated
23 employees, as Defendants only recorded total hours worked per day. Since Plaintiff and similarly
24 situated employees' meal periods were frequently taken late, they also did not consistently receive a
25 second rest period in any given shift.

26 23. Defendants also did not have a policy to reimburse Plaintiff and similarly situated
27 employees for use of their personal cell phones for work purposes. Plaintiff used his personal cell phone
28 for work to communicate with the workplace coordinator through text and direct phone calls. In

1 addition to this, Plaintiff was not paid mileage for the use of his personal car to travel from the main
2 entrance, where he picked up supplies, to his workstation, which was on the other side of the facility.
3 Plaintiff used his personal vehicle daily for this purpose.

4 24. As a result of Defendants' failure to pay daily overtime wages, and failure to pay
5 minimum wages for all hours worked, Defendants failed to provide Plaintiff and similarly situated
6 employees all final wages owed within twenty-four (24) hours of their termination or seventy-two (72)
7 hours of their resignation. In addition, Defendants failed to provide Plaintiff and similarly situated
8 employees with accurate wage statements. The wage statements Defendants provided to Plaintiff and
9 similarly situated employees did not accurately state their total regular hours worked, gross wages and
10 net wages, and all deductions made. Consequently, the wage statements were defective.

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION** 13 **FAILURE TO PAY OVERTIME WAGES** 14 **(As to all Defendants)**

15 25. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 24 as though fully
16 set forth herein.

17 26. During the period Plaintiff was employed by Defendants, Defendants were required to
18 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
19 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
20 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A);*
21 Cal. Lab. Code §§ 510, 1194.

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

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

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

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PAY MINIMUM WAGES**
6 **(As to all Defendants)**

7 30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully
8 set forth herein.

9 31. For the period preceding the filing of this Complaint, Defendants were required to
10 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
11 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §
12 1194.

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

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

18 **THIRD CAUSE OF ACTION**
19 **MEAL PERIOD VIOLATIONS**
20 **(As to all Defendants)**

21 34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully
22 set forth herein.

23 35. An employer must provide an employee a meal period in accordance with the
24 applicable Wage Order, and California Labor Code sections 226.7 and 512.

25 36. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section
26 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
27 minutes for each work period of more than five (5) hours.

28 37. California Labor Code section 512 furthers provide that employers may not employ
employees for a work period for more than ten (10) hours per day without providing the employee
with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no

1 more than twelve (12) hours, the second meal period may be waived so long as there was no waiver
2 as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of
3 compensation for each meal period not provided.

4 38. Defendants employed Plaintiff and similarly situated employees for periods of more
5 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
6 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
7 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
8 employees to take their first meal period before the completion of their fifth hour of work and failed
9 to allow Plaintiff and similarly situated employees to take their second meal period before the
10 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
11 rights to all meal periods throughout their employment.

12 39. Defendants further failed to pay Plaintiff and similarly situated employees the
13 applicable meal period premiums for any such missed meal breaks.

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

17 **FOURTH CAUSE OF ACTION**
18 **REST PERIOD VIOLATIONS**
(As to all Defendants)

19 41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully
20 set forth herein.

21 42. An employer must provide an employee a rest period in accordance with the
22 applicable Wage Order and California Labor Code section 226.7.

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

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

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

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

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

47. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as though fully set forth herein.

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

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

49. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. As a

1 result, Plaintiff and similarly situated employees were not able to promptly and easily determine their
2 total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated
3 employees suffered confusion over whether they received all wages owed and were prevented from
4 effectively challenging information on their wage statements.

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

8 **SIXTH CAUSE OF ACTION**
9 **WAITING TIME PENALTIES**
10 **(As to all Defendants)**

11 51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully
12 set forth herein.

13 52. An employer must pay an employee who is terminated all unpaid wages immediately
14 upon termination. *See* Cal. Lab. Code § 201.

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

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

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

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

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

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE EXPENSES**
6 **(As to all Defendants)**

7 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully
8 set forth herein.

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

13 60. Defendants required Plaintiff and similarly situated employees to use their personal cell
14 phones and vehicles for work purposes but failed to reimburse them for such use.

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

18 **EIGHTH CAUSE OF ACTION**
19 **UNFAIR COMPETITION**
20 **(As to all Defendants)**

21 62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully
22 set forth herein.

23 63. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business
24 act or practice and unfair, deceptive, untrue, or misleading advertising and any act prohibited by Chapter
25 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
California Business and Professions ("B&P") Code § 17200.

26 64. Plaintiff and similarly situated employees were not paid all wages owed, including
27 minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses,
28 during their employment or any time thereafter.

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

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

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully set forth herein.

68. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages);
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages);
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements);
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order);
- Violation of Labor Code § 226.3, 1174, 1198; IWC Wage Order 4, § 7(A) (Failure to Maintain Accurate Records); and
- Violation of Labor Code § 2810.3 (Client Employer's Shared Liability with Labor Contractor).

69. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

70. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 5. As to the Fourth Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 6. As to the Fifth Cause of Action:

- 6 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 7 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 8 violation occurred and one hundred dollars (\$100.00) per employee for each
- 9 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 10 (\$4,000.00);
- 11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 12 226(e);

13 7. As to the Seventh Cause of Action:

- 14 a. An amount to be proven at trial;
- 15 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

16 8. As to the Ninth Cause of Action:

- 17 a. For civil penalties as provided for in the Labor Code for each enumerated
- 18 violation;
- 19 b. For those Labor Code sections, the violation of which there is no civil penalty
- 20 provided, the default penalty provided in Labor Code section 2699(f): for any
- 21 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
- 22 period; For any subsequent violation, two hundred dollars (\$200) for each
- 23 aggrieved employee per pay period;
- 24 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 25 d. For any other remedies as allowed by law and/or deemed appropriate by the
- 26 Court;

- 27 9. For such other and further relief as this Court may deem just and proper,
- 28 including, but not limited to:

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

Dated: May 12, 2021

Shimoda Law Corp.

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Jessica L. Hart
Attorneys for Plaintiff