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Attorneys for Plaintiff GEORGE E. DELOS SANTOS,
on behalf of all the general public as private attorney general,

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

GEORGE E. DELOS SANTOS, on behalf of
the general public as private attorney general,

Plaintiffs,

v.

JAMES R. GLIDEWELL DENTAL
CERAMICS, INC., a California Corporation;
and DOES 1-50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff GEORGE E. DELOS SANTOS (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants JAMES R. GLIDEWELL DENTAL CERAMICS, INC., and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements and (f) failure to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to San Joaquin County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendant consistently maintained and enforced against
22 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws: (a) to pay wages including
24 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
25 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
26 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
27 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
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1 additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and
2 owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage
3 statements and (f) failure to reimburse necessary business expenses.

4 9. On information and belief, during the statutory liability period and continuing to
5 the present, Defendants have had a consistent policy of failing to provide its Non-Exempt
6 Employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free
7 rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing
8 to pay such employees one (1) hour of pay at the employees regular rate of compensation for each
9 workday that the rest period is not provided, as required by California state wage and hour laws.

10 10. On information and belief, during the statutory liability period and continuing to
11 the present, Defendants have had a consistent policy of failing to pay wages including overtime
12 wages for hours worked while subject to the control of Defendants.

13 11. On information and belief, during the statutory liability period and continuing to
14 the present (rest and meal period liability period), Defendants have had a consistent policy of
15 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work at
16 least five (5) and or ten (10) hours without a meal period and failing to pay or accurately pay such
17 employees one (1) hour of pay at the employees regular rate of compensation for each workday
18 that the meal period is not provided, as required by California state wage and hour laws.

19 12. On information and belief, during the statutory liability period and continuing to
20 the present (rest and meal period liability period), Defendants have had a consistent policy of
21 requiring its Non-Exempt Employees within the State of California, including Plaintiff, to work in
22 excess of four hours and or ten (10) hours without authorizing and permitting a rest period and
23 failing to pay or accurately pay such employees one (1) hour of pay at the employees regular rate
24 of compensation for each workday that the rest period is not authorized and permitted, as required
25 by California state wage and hour laws.

26 13. On information and belief, during the statutory liability period and continuing to
27 the present, Defendants have had a consistent policy of failing to timely pay wages upon
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1 separation.

2 14. On information and belief, during the statutory liability period and continuing to
3 the present, Defendants have failed to provide Plaintiff and aggrieved employees accurate itemized
4 wage statements.

5 15. On information and belief, during the statutory liability period and continuing to
6 the present, Defendants have failed to reimburse necessary business expense incurred by Plaintiff
7 and aggrieved employees.

8 16. Plaintiff on behalf of the general public as private attorney general and all other
9 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
10 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
11 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and
12 costs.

13 **III. PARTIES**

14 **A. Plaintiff**

15 17. Plaintiff, GEORGE E. DELOS SANTOS was at all times relevant to this action, a
16 resident of California. Plaintiff was employed by Defendants in approximately September 2003
17 as a Non-Exempt Employee and worked during the liability period for Defendants' as a
18 Maintenance Lead, until his separation from Defendants' employ in approximately October 2020.
19 Plaintiff's duties included but were not limited to the service/repair of Defendants' manufacturing
20 equipment at various building locations owned by Defendants.

21 18. As Defendants' employee, Plaintiff, and all other aggrieved employees were
22 regularly required to and subsequently suffered:

- 23
- 24 a) perform work subject to the control of the employer without being compensated all
25 wages including overtime, all in violation of California labor laws, regulations, and the
26 Industrial Welfare Commission Wage Order ("IWC");
 - 27 b) work without being permitted or authorized a minimum ten-minute rest period for
28 every four hours or major fraction thereof worked and not compensated one (1) hour of

1 pay at his regular rate of compensation for each workday that a rest period was not
2 provided, all in violation of California labor laws, regulations, and the Industrial
3 Welfare Commission Wage Orders (“IWC”);

4 c) work in excess of six and ten hours per day without being provided meal periods and
5 not compensated one (1) hour of pay at the regular rate of compensation for each
6 workday that a meal period was not provided, all in violation of California labor laws,
7 regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

8 d) not reimbursed for business expenses incurred; and

9 e) not provided accurate itemized wage statements.

10 19. On information and belief, Defendants willfully failed to pay all earned wages in
11 the form regular wages and overtime wages, and meal and rest period premium wages, to its
12 Non-Exempt Employees and members of the Representative Group; nor have Defendants
13 returned to Plaintiff or members of the Representative Group, upon or after separation from
14 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
15 Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other
16 aggrieved employees..

17 **B. Defendants**

18 20. Defendants JAMES R. GLIDEWELL DENTAL CERAMICS, INC., operates as a
19 dental manufacturer of various dental products, which include crowns, bridges, dentures, and
20 implants. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have
21 worked for Defendants over the last year.

22 21. Other than identified herein, Plaintiff is unaware of the true names, capacities,
23 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
24 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
25 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
26 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
27 are ascertained.
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22. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group , and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

23. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

24. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

25. Plaintiff is informed and believes that all Aggrieved Employees are citizens of the state of California.

26. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties of manufacturing Defendants' dental products.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

28. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

29. During the relevant time frame, Defendants assigned Plaintiff and Aggrieved Employees to various tasks in the manufacturing of Defendants' dental products. For instance, Plaintiff would be tasked with the maintenance and repair of Defendants' manufacturing equipment which include but are not limited to Defendants' ovens, laser welders, and exhaust

1 blowers. Plaintiff and Aggrieved Employees were sent to various manufacturing buildings owned
2 by Defendants to perform their duties.

3 30. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
4 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
5 week. Plaintiff and Aggrieved Employees typically worked 9-10 hour shifts, and on occasion
6 worked shifts of 12 hours. Plaintiff and Aggrieved Employees worked approximately 5 days week
7 Monday through Friday and sometimes Saturdays with a start time of 7:00 a.m.

8 31. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
9 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
10 work performed. For instance Plaintiff and Aggrieved Employees would need to work through
11 their lunches due to their work load. Defendants prioritized the repair of the company's equipment
12 over Plaintiff and Aggrieved Employees' meal periods and would permit them to clock out for a
13 lunch but continue working in order to ensure the manufacturing of the dental products were not
14 impacted. As a result, Defendants failed to accurately compensate Plaintiff and Aggrieved
15 Employees regular and overtime wages. The result of this was a disproportionate underpayment
16 of wages including overtime wages.

17 32. On information and belief, Defendants' also failed to pay wages and overtime
18 wages as a result of unlawful deductions for 30 minute meal periods that were late, cut short,
19 interrupted, or never provided.

20 33. During the relevant time frame, Defendants required Plaintiff and Aggrieved
21 Employees to maintain company provided cellphones and radios on their persons at all times and
22 to monitor and respond to calls from Defendants' office that came through including during rest
23 and meal breaks.

24 34. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
25 excess of five hours without being provided a lawful meal period and over ten hours in a day
26 without being provided a second lawful meal period as required by law.

27 35. Indeed, during the relevant time, as a consequence of Defendants' staffing and
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1 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
2 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
3 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.
4 Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of coverage,
5 work demands, and Defendants' policies and practices, Defendants frequently failed to provide
6 Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten
7 hours as required by law.

8 36. On information and belief, Plaintiff and Aggrieved Employees did not waive their
9 rights to meal periods under the law.

10 37. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
11 meal periods.

12 38. Despite the above-mentioned meal period violations, Defendants failed to
13 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
14 one additional hour of pay at their regular rate as required by California law when meal periods
15 were not timely or lawfully provided in a compliant manner.

16 39. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
17 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
18 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7
19 but were not receiving such compensation.

20 40. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
21 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
22 period for every four hours worked or major fraction thereof, which is a violation of the Labor
23 Code and IWC wage order.

24 41. Defendants maintained and enforced scheduling practices, policies, and imposed
25 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
26 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
27 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
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1 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

2 42. Despite the above-mentioned rest period violations, Defendants did not compensate
3 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
4 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
5 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
6 permitted.

7 43. Defendants also failed to provide accurate, lawful itemized wage statements to
8 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
9 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
10 worked, including premiums due and owing for meal and rest period violations, gross pay and net
11 pay figures from Plaintiff and the Aggrieved Employees' wage statements.

12 44. Plaintiff are informed and believe, and thereon alleges, that at all times herein
13 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
14 thereof for resignations without prior notice as the case may be) they had a duty to accurately
15 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
16 meal and rest period premiums, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
18 because of the above-specified violations.

19 45. During the relevant time frame, Defendants failed to adequately reimburse Plaintiff
20 and Aggrieved Employees for business expenditures incurred for using their personal vehicles to
21 travel to Defendants' various building locations to repair equipment. Such business expenditures
22 incurred were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties
23 pursuant to Labor Code § 2802.

24 46. Upon information and belief, Defendants knew and or should have known that it is
25 improper to implement policies and commit unlawful acts such as:

26 (a) requiring employees to work four (4) hours or a major fraction thereof without
27 being provided a minimum ten (10) minute rest period and without compensating the employees
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1 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
2 rest period was not provided;

3 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
4 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
5 and without compensating employees with one (1) hour of pay at the regular rate of compensation
6 for each workday that such a meal period was not provided;

7 (c) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
8 wages owed;

9 (d) failing to timely pay Plaintiff and Aggrieved Employees;

10 (e) failing to provide accurate itemized wage statements;

11 (f) failure to reimburse business expenses; and

12 (g) conducting and engaging in unfair business practices.

13 47. In addition to the violations above, and on information and belief, Defendants knew
14 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
15 herein and that Defendants had the financial ability to pay such compensation, but willfully,
16 knowingly, recklessly, and/or intentionally failed to do so.

17 V. REPRESENTATIVE CLAIMS

18 THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.

19 48. Plaintiff incorporates by reference and re-alleges each and every allegation
20 contained above, as though fully set forth herein.

21 49. On March 5, 2021 Plaintiff complied with notice requirements pursuant to Labor
22 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
23 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
24 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
25 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
26 representative capacity. The substance and violations set forth in this Complaint of which the
27 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
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1 Action Complaint to the LWDA.

2 50. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
3 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
4 Employees of Defendants.

5 51. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
6 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
7 including without limitation Labor Code section 201-203, 226, 226.3, 226.7, 510, 558, 512, 1174,
8 1174.5, 1175, 1194, 1197, 1197.1, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and
9 California Code of Regulations, Title 8, section 11000 *et. seq.*

10 52. At all times relevant, Plaintiff and all other aggrieved employees regularly
11 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
12 rest break requirements of the applicable IWC wage order and the Labor Code.

13 53. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
14 overtime wages owed as discussed above due to Defendants' failure to compensate Plaintiff and
15 Aggrieved Employees for off-the-clock work and due to Defendants' automatic deduction of meal
16 periods that were non-compliant. Therefore, Defendants violated section 510, and 1194 by not
17 compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day
18 or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime
19 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
20 excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation
21 twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess
22 of eight (8) hours in a day on the seventh day of work in a particular work week

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24 54. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
25 accurately pay at least minimum wages due as a result Defendants' failure to compensate Plaintiff
26 and Aggrieved Employees for off-the-clock work, and due to Defendants' automatic deduction of
27 meal periods that were non-compliant.

28 55. Defendants violated Labor Code sections 512 and 226.7 for failing to provide

1 timely, uninterrupted first and second meal periods and requiring unlawful on duty meal periods,
2 or compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ
3 an employee for a work period of more than five (5) hours without providing a meal break of not
4 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An
5 employer may not employ an employee for a work period of more than ten (10) hours per day
6 without providing the employee with a second meal period of not less than thirty (30) minutes,
7 except that if the total hours worked is no more than twelve (12) hours, the second meal period
8 may be waived by mutual consent of the employer and the employee only if the first meal period
9 was not waived.

10 56. Defendants failed to provide Plaintiff and all other aggrieved employees
11 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
12 and enforced policies of on duty meal period practices which required employees to work during
13 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
14 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
15 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
16 at time of trial.

17 57. Plaintiff, and on information and belief, all aggrieved employees, were
18 systematically not permitted or authorized to take ten minute rest periods for every four hours
19 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
20 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
21 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
22 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
23 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
24 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
25 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
26 applicable IWC Wage Order.

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28 58. Defendants also willfully violated Labor Code sections 201-203 by failing to

1 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
2 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
3 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
4 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
5 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
6 The penalty cannot exceed 30 days of wages.

7 59. Plaintiff and all other aggrieved employees who were separated from employment
8 are entitled to compensation for all forms of wages earned, including but not limited to
9 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
10 have not received such compensation, therefore entitling them to penalties under PAGA for
11 violations of Labor Code sections 201-203.

12 60. On information and belief, Defendants willfully failed to pay all wages due and
13 owing upon separation from employment. These wages include regular and overtime wages, and
14 meal and rest period premiums.

15 61. On information and belief, Defendants failed to provide accurate itemized wage
16 statements which failed to include all hours worked, including overtime, accurate accounting of,
17 the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees,
18 and the address of the legal entity that is the employer pursuant to Labor Code section 226(a).

19 62. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
20 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
22 for each violation in a subsequent citation, for which the employer fails to provide the employee a
23 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

24 63. Additionally, Defendants have no accurate records relating to aggrieved
25 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
26 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
27 maintain accurate records relating to hours worked daily in violation of Labor Code sections
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1 1174(d), 1174.5.

2 64. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees
3 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
4 worked.

5 65. Plaintiff and the Representative Aggrieved Employees are entitled to recover
6 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 9 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 10 2. For reasonable attorneys' fees and costs; and
- 11 3. For such other and further relief as the Court deems proper.
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13
14 Dated: March 5, 2021

JAMES HAWKINS APLC

15 By: _____

16 JAMES R. HAWKINS, ESQ.
17 GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.

18 Attorneys for Plaintiff GEORGE DELOS
19 SANTOS on behalf of the general
20 public as private attorney general
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