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Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MALIK CRAWFORD, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

WEST COVINA NISSAN, an unknown
business entity; WEST COVINA MOTOR
GROUP, LLC, a California limited liability
company; TROPHY AUTOMOTIVE
DEALER GROUP, LLS; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21PSCV00552

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

Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General Act
of 2004)

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
08/20/2024
David W. Slayton, Executive Officer / Clerk of Court
By: J. Gonzalez Deputy

COMES NOW, Plaintiff MALIK CRAWFORD (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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 Defendants because, upon information and belief, each 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 the California courts consistent with traditional notions of fair play and substantial justice.

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

PARTIES

5. Plaintiff MALIK CRAWFORD is an individual residing in the State of California, County of Los Angeles.

6. Defendant WEST COVINA NISSAN at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant WEST COVINA MOTOR GROUP, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant TROPHY AUTOMOTIVE DEALER GROUP, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendants WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC, and TROPHY AUTOMOTIVE DEALER GROUP, LLC were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC, TROPHY AUTOMOTIVE DEALER GROUP, 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 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, 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.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues 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 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.

12. WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC, TROPHY AUTOMOTIVE DEALER GROUP, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions,

wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

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

15. 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.

16. 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.

17. 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 all individuals who are or were employed by West Covina Motor Group, LLC, d.b.a. West Covina Nissan, and worked as current and former hourly paid or non-exempt employees at any time from April 29, 2017 onward are "aggrieved employees" as defined by California Labor Code section 2699(c) (and are herein referred to collectively as "aggrieved employees") in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

18. 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

1 Development Agency (hereinafter “LWDA”) and by U.S. Certified
2 Mail to the employer of the specific provisions of the California Labor
3 Code alleged to have been violated, including the facts and theories to
4 support the alleged violations.

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

14 19. On April 29, 2021, Plaintiff provided written notice by online submission to
15 the LWDA and by U.S. Certified Mail to Defendant WEST COVINA NISSAN and WEST
16 COVINA MOTOR GROUP, LLC of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support the alleged
18 violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days
19 of the date of Plaintiff’s notice.

20 20. On July 26, 2023, Plaintiff provided an updated written notice by online
21 submission to the LWDA and by U.S. Certified Mail to Defendant WEST COVINA
22 NISSAN, WEST COVINA MOTOR GROUP, LLC, and TROPHY AUTOMOTIVE
23 DEALER GROUP, LLC of the specific provisions of the California Labor Code alleged to
24 have been violated, including the facts and theories to support the alleged violations.
25 Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of
26 Plaintiff’s notice.

27 21. Therefore, Plaintiff has satisfied the administrative prerequisites under
28 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, 210, 226, 226.7, 246, 510, 512(a), 551, 552, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California, County of Los Angeles.

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

24. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, and non-compliant (missed, late, short, or interrupted) meal periods or rest breaks.

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

26. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

27. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

28. Defendants ceased operations within the State of California on or about August 15, 2022.

29. Plaintiff and the other aggrieved employees were required to perform work before their scheduled shifts, after their scheduled shifts, during what should have been a duty-free meal period, and during what should have been a duty-free rest period. Such work included, but was not limited to, receiving debriefing instructions from their supervisors regarding work, being required to wait 20 to 30 minutes after clocking out to lock up,

1 finalizing sales, washing cars, switching out cars from other dealerships, and picking up
2 customers. Defendant instructed Plaintiff and other aggrieved employees that their time
3 sheets would be adjusted, but those adjustments were rarely done. Defendant discouraged
4 Plaintiff and other aggrieved employees from working overtime hours but were required to
5 complete heavy workloads withing their scheduled hours.

6 30. Plaintiff and the other aggrieved employees worked over eight (8) hours in a
7 day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during
8 their employment with Defendants.

9 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
11 or non-exempt employees. This scheme involved, *inter alia*, failing to pay all wages due to
12 them and for non-compliant (short, late, interrupted, and altogether missed) meal periods and
13 rest breaks in violation of California law.

14 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
16 receive certain wages for overtime compensation and that they were not receiving wages for
17 overtime compensation.

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary
20 and non-monetary incentives, non-discretionary production and/or performance pay, and/or
21 shift differentials to calculate the regular rate of pay used to pay overtime wages and meal
22 and rest premiums where Plaintiff and the other aggrieved employees earned commissions,
23 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
24 discretionary production and/or performance pay, and/or shift differentials and were due
25 overtime wages and/or meal and/or rest premiums in the same workweek.

26 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to provide Plaintiff and the aggrieved employees reporting time wages during the
28 relevant time period. Specifically, California Labor Code section 1198 provides that “[t]he

employment of any employee...under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including inter alia, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Plaintiff and other class members and aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Defendants failed to pay Plaintiff and the other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Plaintiff and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties. Defendants’ failure included, inter alia, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were required to perform work during meal periods and rest periods, and Defendants incentivized Plaintiff and the other aggrieved employees to forego statutorily required meal periods and rest periods.

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

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

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

19 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 the accrual of sick pay in conformity with California law.

22 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
24 sick pay at the Plaintiff's and aggrieved employees' correct regular rate of pay, as opposed to
25 the base hourly rate of pay.

26 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
28 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the

1 regular rate of pay used to calculate the sick pay for each day in which Plaintiff and the other
2 aggrieved employees were entitled to sick pay.

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
5 receive all wages owed to them upon discharge or resignation, including earned but unpaid
6 minimum, regular, and/or overtime wages, sick pay, and meal and rest period premiums, and
7 they did not, in fact, receive all such wages owed to them at the time of their discharge or
8 resignation. These unpaid wages included but were not limited to unpaid wages for their
9 actual time worked, for example, inclusive of time worked before their scheduled shifts, after
10 their scheduled shifts, during meal breaks and rest breaks, as well as unpaid premium wages
11 for missed, short, late, or interrupted meal or rest breaks.

12 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
14 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
15 employees did not receive payment of all wages, including regular, minimum, and/or
16 overtime wages, sick pay, and meal and rest period premiums, within any time permissible
17 under California Labor Code section 204.

18 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
20 receive complete and accurate wage statements in accordance with California law, but, in
21 fact, they did not receive complete and accurate wage statements from Defendants. The
22 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
23 Plaintiff and the other aggrieved employees, as a result of requiring Plaintiff and the other
24 aggrieved employees to work “off-the-clock” and by requiring Plaintiff and other aggrieved
25 employees to only log their scheduled hours despite performing work duties during meal and
26 rest periods and before and after clocking in or out.

27 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Defendants had to keep complete and accurate payroll

1 records for Plaintiff and the other aggrieved employees in accordance with California law,
2 but, in fact, did not keep complete and accurate payroll records. For example, Defendants did
3 not provide Plaintiff and the other aggrieved employees with the wages to which they were
4 entitled for work performed “off-the-clock” and by requiring Plaintiff and the other
5 aggrieved employees to only log their scheduled hours despite performing work duties
6 during meal and rest periods and before and after clocking in or out.

7 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 reimbursement for necessary business-related expenses and costs, including but not limited
10 to cost of usage of personal cell phones (both devices and voice and data plans) for work
11 duties, and costs of complying with Defendant’s dress code.

12 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that they had a duty to compensate Plaintiff and the other
14 aggrieved employees pursuant to California law, and that Defendants had the financial ability
15 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
16 falsely represented to Plaintiff and the other aggrieved employees that they were properly
17 denied wages, all in order to increase Defendants’ profits.

18 48. At all material times set forth herein, Defendants failed to pay overtime wages
19 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
20 were required to work more than eight (8) hours per day, forty (40) hours per week, and/or
21 over six (6) consecutive days in a workweek without being paid proper overtime
22 compensation. For example, Defendants required that Plaintiff and the other aggrieved
23 employees work off-the-clock and did not properly compensate them for that time.

24 49. During the relevant time period, Defendants failed to pay reporting time pay to
25 Plaintiff and the aggrieved employees.

26 50. At all material times set forth herein, Defendants failed to provide compliant
27 meal and rest periods (i.e., meal and rest periods that were not missed, late, shortened, or
28 interrupted) to Plaintiff and the other aggrieved employees.

1 51. At all material times set forth herein, Defendants failed to pay Plaintiff and the
2 other aggrieved employees at least minimum wages for all hours worked.

3 52. At all material times set forth herein, Defendants failed to accurately
4 credit/accrue sick time pay to Plaintiff and the other aggrieved employees.

5 53. At all material times set forth herein, Defendants failed to pay sick time pay to
6 Plaintiff and the other aggrieved employees at the correct regular rate of pay.

7 54. At all material times set forth herein, Defendants failed to pay Plaintiff and the
8 other aggrieved employees all wages owed to them upon discharge or resignation.

9 55. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other aggrieved employees' wages within any time permissible under California law,
11 including, *inter alia*, California Labor Code section 204.

12 56. At all material times set forth herein, Defendants failed to provide complete
13 and accurate wage statements to Plaintiff and the other aggrieved employees.

14 57. At all material times set forth herein, Defendants failed to keep complete and
15 accurate payroll records for Plaintiff and the other aggrieved employees.

16 58. At all material times set forth herein, Defendants failed to reimburse Plaintiff
17 and the other aggrieved employees for necessary business-related expenses and costs,
18 including and not limited to, cost of usage of personal cell phones (both devices and voice
19 and data plans) for work duties, and costs of complying with Defendant's dress code.

20 59. At all material times set forth herein, Defendants failed to properly
21 compensate Plaintiff and the other aggrieved employees pursuant to California law in order
22 to increase Defendants' profits.

23 60. Pursuant to California Labor Code section 1198.5(a), every current and former
24 employee, or his or her representative, has the right to inspect and receive a copy of the
25 personnel records that the employer maintains relating to the employee's performance or to
26 any grievance concerning the employee. Under this statute, upon written request from a
27 current or former employee or his or her representative, an employer must make the contents
28 of those personnel records available for inspection or provide a copy of the personnel records

1 to the current or former employee, or his or her representative, not later than thirty (30)
2 calendar days from the date the employer receives the written request, subject to some
3 limited exceptions. Failure to comply with these requests allows for a civil penalty of seven
4 hundred and fifty dollars (\$750), pursuant to California Labor Code section 1198.5(k) and
5 226(f).

6 61. Plaintiff and the aggrieved employees sent written requests through their
7 counsel to Defendants for their personnel file pursuant to California Labor Code section
8 1198.5. However, Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants failed to timely produce the requested personnel records.

10 62. California Labor Code section 218 states that noting in Article 1 of the Labor
11 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty
12 due to him [or her] under this article.”

13 **FIRST CAUSE OF ACTION**

14 **Violation of California Labor Code § 2698, et seq.**

15 **(Against WEST COVINA NISSAN, WEST COVINA MOTOR GROUP, LLC,**
16 **TROPHY AUTOMOTIVE DEALER GROUP, and DOES 1 through 100)**

17 63. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 62, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

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

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

68. 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).

69. 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.

70. 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.

71. 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.

72. 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

73. 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

74. 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

75. 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 and applicable IWC Wage orders.

Failure to Timely Produce Personnel Records

76. Defendants' failure to timely produce personnel records to Plaintiff and the other aggrieved employees constitutes a violation of California Labor Code section 1198.5.

Failure to Provide Paid Sick Leave

77. Defendants' failure to allow Plaintiff and the other aggrieved employees to take a sick day, failure to provide notice to Plaintiff and the other aggrieved employees of their right to paid sick leave, failure to accurately credit/accrue their sick time pay, failure to provide them paid sick leave, and failure to correctly calculate and pay sick time pay, in violation of Labor Code sections 227.3 and 245 et seq. constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 227.3 and 245 et seq.

Failure to Pay Reporting Time Pay

78. Defendants' failure to pay Plaintiff and the other aggrieved employees reporting time pay is in violation of the Wage Orders and constitutes unlawful or unfair

activity prohibited by California Labor Code section 1198.

Failure to Provide a Day of Rest

79. Defendants' failure to provide a day of rest to Plaintiff and the other aggrieved employees is in violation of California Labor Code sections 551 and 552 constitutes unlawful or unfair activity prohibited by California Labor Code section 1198.

80. 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, all civil 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.

81. 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.

82. 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 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 aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

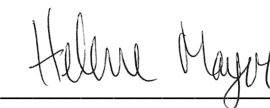
1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512(a), 551, 552, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and Industrial Welfare Commission Wage Orders; and

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

DATED: August 14, 2024

LAWYERS for JUSTICE, PC

By:



Helene Mayer
Attorneys for Plaintiff