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Attorneys for Plaintiff
RANDY HUBBARD, individually and
on behalf of all other Aggrieved Employees

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER**

RANDY HUBBARD, individually and
on behalf of all other Aggrieved Employees,

Plaintiff,

v.

MATSON-SERVICES LLC, a California Limited
Liability Company,
ERIC MATSON,
PEGGY MATSON, and
DOES 1 through 50, inclusive,

Defendants.

Case No. **S-CV-0048853**

**COMPLAINT FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE AND
INDUSTRIAL WELFARE COMMISSION
WAGE ORDERS UNDER THE LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT**

[Cal. Lab. Code §§ 2698, et seq.;
LWDA Case No. LWDA-CM-833261-21]

Plaintiff RANDY HUBBARD (“Plaintiff”), individually and on behalf of all other Aggrieved
Employees, complains and pleads facts having evidentiary support or likely to have evidentiary support
after a reasonable opportunity for further investigation and discovery, against defendants MATSON-
SERVICES LLC, a California Limited Liability Company, ERIC MATSON, PEGGY MATSON, and
DOES 1 through 50, inclusive, jointly and severally referred to herein as “Defendants,” as follows:

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ELECTRONICALLY FILED
Superior Court of California,
County of Placer
08/01/2022 at 10:08:04 AM

By: Megan A Caldwell
Deputy Clerk

INTRODUCTION

1. This is an action by Plaintiff, a former employee of Defendant MATSON-SERVICES LLC, brought solely under the Labor Code Private Attorneys General Act (“PAGA,” Lab. Code § 2698 et seq.) on behalf of the State of California to enforce the California Labor Code and applicable Industrial Welfare Commission Wage Order(s). Plaintiff brings this PAGA enforcement action individually and on behalf of all other Aggrieved Employees in Defendants’ employ throughout the State of California to recover civil penalties, attorney’s fees, and costs and expenses pursuant to the PAGA.

2. This action results from Defendants’ failure to pay Plaintiff and other Aggrieved Employees all minimum wages for all hours of work, failure to pay Plaintiff and other Aggrieved Employees all daily overtime premiums for hours worked in excess of eight (8) in a single workday, failure to pay Plaintiff and other Aggrieved Employees all weekly overtime premiums for hours worked in excess of forty (40) in a single 7-day workweek, failure to pay Plaintiff and other Aggrieved Employees overtime premium pay for hours worked on their seventh consecutive day of work, failure to authorize and permit Plaintiff and other Aggrieved Employees to take 10-minute paid rest breaks, failure to provide Plaintiff and other Aggrieved Employees with uninterrupted unpaid 30-minute meal breaks, failure to provide Plaintiff and other Aggrieved Employees with accurate itemized wage statements, failure to keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period, meal periods, split shift intervals, and total daily hours worked, and failure to timely pay all wages due upon separation of employment, all in violation of the California Labor Code and the applicable Industrial Welfare Commission Wage Order(s).

3. Under controlling California Supreme Court precedent set forth in *Arias v. Superior Court* (2009) 46 Cal.4th 969 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Ca.4th 348, Plaintiff may seek PAGA civil penalties on behalf of the State of California and other Aggrieved Employees without seeking class certification or meeting class certification requirements of California Code of Civil Procedure section 382.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except

1 those given by statutes to other courts. The statutes under which this action is brought do not specify any
2 other basis for jurisdiction. The amount in controversy, exclusive of interest, exceeds \$25,000. (Cal.
3 Const. art. VI, § 10.) Civil penalties sought by Plaintiff on behalf of the State of California and Aggrieved
4 employees exceed \$25,000, triggering the unlimited jurisdiction of this Court.

5 5. This Court has personal jurisdiction over Defendants because, upon information and belief
6 Defendants are citizens of California, have sufficient minimum contacts in California or otherwise
7 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
8 them by the California courts consistent with traditional notions of fair play and substantial justice.

9 6. Venue as to each defendant is proper in this judicial district under California Code of Civil
10 Procedure sections 395(a) and 395.5. All Defendants reside in, maintain an office, transact business, have
11 an agent, and/or are found in the County of Placer, State of California. The subject matter of this litigation
12 and some or all of the alleged facts, conduct, and statutory violations alleged occurred or otherwise
13 transpired in Placer County, California. Additionally, the trade, commerce, business practices, and
14 employment described herein are carried on, in part, within Placer County, California.

15 **THE PARTIES**

16 **PLAINTIFF**

17 7. Plaintiff RANDY HUBBARD (“Plaintiff”) is an adult who was employed in Placer
18 County, California, by Defendant MATSON-SERVICES LLC from April 8, 2020, until Defendants
19 involuntarily terminated Plaintiff’s employment on January 4, 2021. Plaintiff is a resident of Placer
20 County. At the time of his termination, Plaintiff was employed by Defendant MATSON-SERVICES
21 LLC in Placer County as a solar energy equipment installer/technician. Plaintiff is an “employee” as
22 defined by the California Labor Code, the California Industrial Welfare Commission’s (“IWC”) orders
23 regulating wages, hours, and working conditions.

24 **DEFENDANTS**

25 8. Defendant MATSON-SERVICES LLC is a California Limited Liability Company doing
26 business in California. At all times referenced herein, Defendant MATSON-SERVICES LLC is and was
27 a “person” as defined by California Labor Code section 18. At all times referenced herein, Defendant
28 MATSON-SERVICES LLC is and was an “employer” as defined by the California Labor Code, the

California Industrial Welfare Commission's ("IWC") orders regulating wages, hours, and working conditions.

9. Defendant ERIC MATSON is a natural person and a managing member of Defendant MATSON-SERVICES LLC. At all times referenced herein, Defendant ERIC MATSON is and was a "person" as defined by California Labor Code section 18. At all times referenced herein, Defendant ERIC MATSON is and was a "person acting on behalf of an employer" within the meaning of Labor Code section 558.1 and Civil Code section 3294, such that Defendant ERIC MATSON may be held liable as Defendant MATSON-SERVICES LLC for violations of any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802.

10. Defendant PEGGY MATSON is a natural person and a managing member of Defendant MATSON-SERVICES LLC. At all times referenced herein, Defendant PEGGY MATSON is and was a "person" as defined by California Labor Code section 18. At all times referenced herein, Defendant PEGGY MATSON is a "person acting on behalf of an employer" within the meaning of Labor Code section 558.1 and Civil Code section 3294, such that Defendant PEGGY MATSON may be held liable as Defendant MATSON-SERVICES LLC for violations of any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802.

CO-CONSPIRATORS AND JOINT EMPLOYERS

11. Various persons, individuals, partnerships, and associations, not named as defendants in this Complaint, have participated as co-conspirators and/or joint employers in the violations alleged herein and have performed acts and made statements in furtherance thereof.

DOE DEFENDANTS

12. In addition to Defendants MATSON, LLC, ERIC MATSON, AND PEGGY MATSON, Plaintiff sues fictitiously DOES 1 through 50, inclusive, because their names, capacities, status, or facts showing them to be liable are not presently known. Plaintiff will amend this Complaint to show their true names and capacities, with appropriate charging language, when such information has been ascertained. Plaintiff is informed and believes and thereon alleges that each of the Doe defendants is

responsible in some manner for the occurrences alleged and that Plaintiff's damages as alleged are proximately caused by such occurrences. Plaintiff is informed and believes, and thereon alleges, that one or more of the fictitiously named Doe defendants is natural person who is an owner, director, officer, or managing agent of Defendant MATSON, LLC who at all times relevant was acting on behalf of Defendant MATSON, LLC, and who violated, or caused to be violated, provisions regulating minimum wages or hours and days of work and orders of the Industrial Welfare Commission, and violated, or caused to be violated, Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, as alleged herein, and therefore personally liable as an employer under Labor Code § 558.1.

AGENCY, JOINT VENTURE, ALTER EGO

13. At all pertinent times mentioned in the causes of action into which this paragraph is incorporated by reference, on information and belief, each and every defendant was the principal, partner, agent, servant, employee, joint employer, co-conspirator and/or alter ego of the remaining defendants. In doing the things alleged in the causes of action into which this paragraph is incorporated by reference, each and every defendant was acting within the course and scope of this agency, partnership, servant, employment, joint employment, conspiracy and/or alter ego and was acting with the consent, permission, knowledge and/or authorization of the remaining defendants. All actions of each and every defendant alleged in the causes of action into which this paragraph is incorporated by reference were ratified and approved by the officers or managing agents of the remaining defendants.

DEFINITIONS

14. "Aggrieved Employees" means Plaintiff and all current and former Non-Exempt Employees employed by Defendant MATSON-SERVICES, LLC in California during the PAGA Claims Period.

15. "PAGA Claims Period" means from May 26, 2021, continuing through the conclusion of trial on all issues presented.

16. "Defendants" means singularly and collectively Defendants MATSON, LLC, a California Limited Liability Company, ERIC MATSON, PEGGY MATSON, and DOES 1 through 50, inclusive.

17. "Non-Exempt Employees" means employees who are paid by Defendants on an hourly basis and not exempt from overtime premium pay, unpaid meal period, and paid rest period requirements

under the applicable Industrial Welfare Commission Wage Order(s).

SUMMARY OF RELEVANT FACTS

18. Defendants are in the business of contracting, building, installing, repairing, and maintaining solar energy equipment for California residential and commercial real property.

19. Plaintiff was employed by Defendant MATSON, LLC from April 8, 2020, earning an hourly wage of between \$17.00 and \$19.00, until Defendants involuntarily terminated Plaintiff's employment on January 4, 2021. Plaintiff was classified as a Non-Exempt Employee.

20. At all relevant times mentioned herein, Defendant MATSON, LLC employed Plaintiff and other Aggrieved Employees in California. Defendant MATSON, LLC has a practice and policy of refusing to pay its non-exempt workers daily and weekly overtime premiums, including those hours outside their regularly scheduled shift, failing to provide legally compliant meal and rest periods, failing to provide accurate and complete itemized wage statements, and failing to pay these wages due at separation.

21. At all relevant times, Defendants did not pay Plaintiff and Aggrieved Employees overtime premiums for work performed beyond eight (8) hours in a single workday and/or forty (40) hours in a 7-day workweek. Plaintiff is informed and believes that Defendant MATSON, LLC's timecards failed to document that any meal or rest breaks were ever taken by Plaintiff and other Aggrieved Employees.

22. While in the employ of Defendant MATSON, LLC and at all relevant times, Plaintiff and Aggrieved Employees were not able to receive legally compliant meal and rest periods due to Defendants' refusal to make them available through their policies and practices.

23. At all relevant times, Defendant MATSON, LLC did not issue legally compliant paystubs to Plaintiff and other Aggrieved Employees.

24. At all relevant times, Defendant MATSON, LLC had/have no alternative workweek election on file with the Department of Industrial Relations.

24. Plaintiff and Aggrieved Employees were paid weekly (i.e., 52 pay periods per calendar year).

25. Defendant MATSON, LLC continues to employ Non-Exempt Employees within California.

26. At all times relevant, Defendants ERIC MATSON, PEGGY MATSON, and DOES 1 through 50, inclusive, were managing members of Defendant MATSON, LLC and were personally responsible for developing, implementing, interpreting, and enforcing employment policies, practices, and decisions affecting the wages, hours, terms, and conditions of employment of Plaintiff and other Aggrieved Employees.

27. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants were advised by skilled employment lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices and the requirements of California law.

28. **Failure to Pay Minimum Wages (Lab. Code §§ 1194 and 510; IWC Wage Order MW).** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive at least minimum wages and that they were not receiving at least minimum wages for all hours worked. This failure to pay for all time worked included Defendants requirements that Plaintiff and other Aggrieved Employees be suffered or permitted to work daily and weekly overtime, as further described herein, without compensation thereby depriving these workers of minimum wages for each hour of work and any fraction thereof. This conduct was against the law. Accordingly, Plaintiff and other Aggrieved Employees are owed unpaid minimum wage compensation.

29. **Failure to Pay Overtime Wages (Lab. Code §§ 510, 551-552, 1198).** The Labor Code and applicable Wage Orders require Defendants to compensate employees at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day, forty (40) hours per week, and/or for the first eight (8) hours on the seventh consecutive day. Defendants are also required to compensate employees at two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. (IWC Wage Order No. 4, § (3)(A); Cal. Labor Code § 510.) Defendants required Plaintiff and other Aggrieved Employees to work shifts that exceeded eight (8) hours per day but did not pay Plaintiff and other Aggrieved Employees any overtime compensation for these hours. Defendants also did not pay Plaintiff and other Aggrieved Employees overtime when they worked beyond forty (40) hours per week. Defendants misrepresented to Plaintiff and other Aggrieved Employees they were not entitled

to daily overtime compensation. This conduct was against the law. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive wages at one and one-half times their regular rate of pay for overtime hours worked under Labor Code §§ 510, 551, 552 and 1198 and the applicable IWC Wage Order(s). Accordingly, Plaintiff and other Aggrieved Employees are owed unpaid overtime compensation.

30. **Failure to Provide Duty-Free 30-Minute Meal Periods (Lab. Code §§ 226.7, 512).**

Defendants had a policy and practice of failing to provide lawful duty-free thirty-minute meal periods due to Plaintiff and other Aggrieved Employees during shifts in which these Non-Exempt Employees work(ed) in periods in excess of five (5) hours and in excess of ten (10) hours, and Defendants failed to provide compensation in lieu thereof. By failing to provide lawful meal periods on the days non-exempt employees were entitled to them and failing to compensate said employees one hour's wages in lieu of meal periods, Defendants violated the provisions of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order(s). Accordingly, Plaintiff and other Aggrieved Employees are owed unpaid penalties for each lawfully required duty-free thirty-minute meal period that was not provided.

31. **Failure to Authorize or Permit 10-Minute Rest Periods (Lab. Code § 226.7).**

Defendants did not permit or authorize Plaintiff and other Aggrieved Employees to take net 10-minute paid rest periods for every four hours worked or major fraction thereof, and Defendants failed to provide compensation in lieu thereof. By their failure to provide paid rest periods for every four (4) hours or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide compensation for such unprovided rest periods, as alleged above, Defendants violated the provisions of Labor Code section 226.7 and applicable IWC Wage Order(s). Accordingly, Plaintiff and other Aggrieved Employees were entitled to penalties for each lawfully required 10-minute paid rest period that was not permitted, which were not paid.

32. **Failure to Provide Itemized Wage Statements (Lab. Code § 226).**

Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive itemized wage statements that accurately showed the legal name of their employer and their employer's address, their gross and net wages earned, total hours worked and all applicable hourly rates in effect and the number of hours worked at each hourly rate in accordance

with California law. In violation of Labor Code § 226, Defendants did not provide Plaintiff and other Aggrieved Employees with accurate itemized wage statements. Defendants failed or refused to provide adequate timekeeping, time, and payroll records to Plaintiff and other Aggrieved Employees allowing them to readily identify any uncompensated or overtime hours of work earned but unpaid, reporting time pay, split shift premium pay, unpaid 30-minute meal periods worked, denied 10-minute paid rest periods, and payment of applicable meal and rest break penalties. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all relevant times, similarly fail(ed) to provide other Aggrieved Employees with itemized wage statements accurately showing total hours worked and all applicable hourly rates in effect and the number of hours worked at each hourly rate, and this is a continuing violation. Accordingly, Plaintiff and other Aggrieved Employees were entitled to penalties for each pay period when a legally compliant paystub was not provided, which were not paid.

33. **Failure to Timely Pay Terminal Pay (Lab. Code §§ 201-203).** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other former Aggrieved Employees were entitled to timely payment of wages due upon separation of employment. In violation of Labor Code §§ 201, 202 and 203, Plaintiff and other former Aggrieved Employees did not receive payment of all wages including, but not limited to, unpaid overtime compensation, either at the time of discharge or within seventy-two (72) hours after voluntarily leaving Defendant MATSON-SERVICES, LLC's employ.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other Aggrieved Employees, and Defendant MATSON-SERVICES, LLC had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so all in order to increase Defendants' profits.

35. **Tolling Agreement Effective August 12, 2021, to July 31, 2022.** For the purposes of exchanging informal discovery, participating in mediation, and mutually exploring settlement possibilities before litigation ensued, Plaintiff and Defendants are parties to a tolling agreement effective August 12, 2021, that tolls "all statutes of limitations, other than any statute of limitations or similar deadlines that already expired prior to [August 12, 2021], applicable to any rights, claims, causes of action, defenses or counterclaims which any party to [the tolling agreement] could assert against any

other party to [the tolling agreement] arising from or relating to claims under the FEHA, the California Labor Code, applicable Industrial Welfare Commission Wage Orders, the PAGA, and/or other statutory or common law claims relating to PLAINTIFF’S employment by DEFENDANTS...” Plaintiff gave Defendants 30-days’ notice of termination of the tolling agreement, and the tolling agreement was thereby terminated effective July 1, 2022.” Accordingly, under the terms of the parties’ tolling agreement, “the time period for the assertion by [Plaintiff and/or Defendants] of any related claims, actions, damages and civil/statutory penalties against any other party to [the tolling agreement] and for the filing of any civil action in connection therewith, shall be tolled and suspended as of the Effective Date of [the tolling agreement] through and including the Termination Date for the purpose of the application of any applicable statute of limitations or any rule of law or equity of similar import to a statute of limitations, including without limitation waiver, estoppel, or laches.”

CLAIM FOR RELIEF

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

Labor Code §§ 2699 et seq.

(By Plaintiff on Behalf of the State of California Against All Defendants)

36. Plaintiff realleges and incorporates by this reference all of the preceding paragraphs set forth in this Complaint as though fully set forth in this claim for relief.

37. Under Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3. *Baumann v. Chase Inv. Services Corp.* (2014) C.A.9 (Cal.) 2014, 747 F.3d 1117, certiorari denied.

38. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated

these provisions of the Labor Code. Plaintiff seeks to recover these penalties (including the unpaid wages) pursuant to and to the extent allowed by the PAGA.

39. As alleged herein, Defendant's employment actions, policies, practices violate numerous California Labor Code provisions and applicable IWC Wage Order(s) including, without limitation:

a. Labor Code §§ 1194, 1197, 1197.1, and 1198 for Defendants' failure to fully compensate Plaintiff and other Aggrieved Employees for all minimum wages due;

b. Labor Code §§ 510, 1194 and 1198 for Defendants' failure to fully compensate Plaintiff and other Aggrieved Employees for all daily, weekly, and 7th consecutive workday overtime premium pay;

c. Labor Code §§ 226.7 and 512 for Defendants' failure to provide to Plaintiff and other Aggrieved Employees legally required 30-minute unpaid meal periods or compensation in lieu thereof;

d. Violation of Labor Code § 226.7 for Defendants' failure to provide to Plaintiff and other Aggrieved Employees legally required 10-minute paid rest periods or compensation in lieu thereof;

e. Violation of Labor Code §§ 226 and 226.3 for failure to provide to Plaintiff and other Aggrieved Employees accurate itemized wage statements;

f. Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate records; and

g. Violation of Labor Code §§ 201, 202, 203, 204, and 210 for failure to timely pay all earned wages owed to Plaintiff and other Aggrieved Employees during employment and upon separation of employment.

40. Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the

1 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages
2 recovered pursuant to this section shall be paid to the affected employee.” Labor Code § 558(c) provides
3 “the civil penalties provided for in this section are in addition to any other civil or criminal penalty
4 provided by law.” Plaintiff seeks to recover these penalties (including the unpaid wages) pursuant to and
5 to the extent allowed by the PAGA.

6 41. Plaintiff is an “aggrieved employee” within the meaning of the PAGA because he was
7 employed by the alleged violator(s) and had one or more of the alleged violations committed against him,
8 and therefore is properly suited to represent the interests of all other Aggrieved Employees.

9 42. Plaintiff has exhausted the administrative and procedural requirements under Labor Code
10 § 2699.3 and is therefore able to pursue a claim for penalties on behalf of himself and all other Aggrieved
11 Employees under PAGA.

12 43. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all other
13 Aggrieved Employees are entitled to recover civil penalties against Defendants for violations of the
14 above-cited sections of the Labor Code.

15 44. The California Supreme Court has held that a representative action does not need to meet
16 the class certification requirements because it is strictly a state enforcement action. *Arias v. Superior*
17 *Court* (2009) 46 Cal.4th 969, 970-75.

18 45. Defendant's conduct, as alleged herein, has been and continues to be unfair, unlawful, and
19 harmful to Plaintiff and the general public. Plaintiff therefore seeks to enforce important rights affecting
20 the public interest within the meaning of Code of Civil Procedure § 1021.5.

21 46. Plaintiff has exhausted administrative remedies under Labor Code § 2699.3 by giving
22 written notice on May 26, 2021, by online filing with the Labor and Workforce Development Agency
23 (LWDA Case No. LWDA-CM-833261-21), accompanied by a \$75 filing fee, and by certified mail
24 (#7019 2280 0000 4047 1988) to Defendants of the specific provisions of the Labor Code alleged to have
25 been violated, including the facts and theories to support the alleged violation. To date, the LWDA has
26 given no notice of any intention to investigate the alleged violations.

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WHEREFORE, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

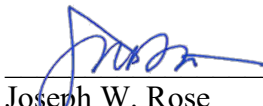
Plaintiff, on behalf of the State of California, to benefit the Aggrieved Employees and to enforce important statutory and regulatory rights affecting the public interest, prays for relief as follows:

1. For civil penalties against Defendants to benefit Plaintiff and Aggrieved Employees pursuant to Labor Code § § 2698, *et seq.*;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 2698, *et seq.*, and 2699(g)(1);
3. For prejudgment interest on liquidated sums and post-judgment interest accruing at a rate of 10 percent per annum on the principal amount; and
4. For such other relief as the Court deems just and proper.

Dated: August 1, 2022

ROSE LAW, APC

By: _____


Joseph W. Rose
Attorneys for Plaintiff,
RANDY HUBBARD, individually and
on behalf of all other Aggrieved Employees