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10 on behalf of himself and similarly situated employees

FILED
Superior Court Of California,
Sacramento
07/22/2021
rsanmiguel
By _____, Deputy
Case Number:
34-2021-00300627

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

LEOPOLD ESTRADA, JR., as an
individual, and on behalf of all others
similarly situated,

Plaintiff,

vs.

MAD SECURITY SERVICES, INC., a
California Corporation;
DAVID BLAINE FAIR, an individual;
MARGIE NELL FAIR, an individual;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2021-00300627

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Periods
3. Failure to Provide Reimbursements
4. Failure to Provide Accurate Wage Statements
5. Waiting Time Penalties
6. Unfair Competition
7. Private Attorneys General Act

JURY TRIAL DEMANDED

Plaintiff LEOPOLD ESTRADA, JR. ("Plaintiff"), on behalf of himself and all other similarly situated employees, hereby files this Complaint against Defendants MAD SECURITY SERVICES, INC., a California Corporation; DAVID BLAINE FAIR, an individual; MARGIE NELL FAIR, an individual; and DOES 1 to 100, inclusive (hereinafter collectively referred to as "Defendants").

1 Plaintiff is informed and believes, and on the basis of that information and belief, alleges the
2 following:

3 **INTRODUCTION**

4 1. This is a class action brought by Plaintiff seeking unpaid meal and rest period
5 premiums, unpaid reimbursement expenses, and derivative penalties for failure to provide accurate
6 wage statements and pay all wages at termination.

7 **JURISDICTION AND VENUE**

8 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
9 California Code of Civil Procedure § 410.10 to determine alleged violations of the California Labor
10 Code, the California Business and Professions Code, and Industrial Welfare Commission Wage
11 Order (“Wage Order”) No. 4-2001.

12 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
13 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.
14 Additionally, Defendants’ obligation to pay wages arose in Sacramento County pursuant to *Madera*
15 *Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984) and Defendants’ principal place
16 of business is within San Joaquin County.

17 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
18 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself
19 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
20 notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on
21 approximately May 12, 2021. Plaintiff provided facts and legal bases for his claims within the notice to
22 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff
23 submitted the \$75.00 filing fee. The May 12, 2021 notice was also sent via certified mail to Defendants
24 on the same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any
25 response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that he
26 has exhausted all administrative remedied pursuant to the Private Attorneys General Act and may bring
27 this action on behalf of himself and all similarly situated employees. *See* Cal. Labor Code §
28

1 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19
2 (2005).

3 **PARTIES**

4 5. Plaintiff LEOPOLD ESTRADA, JR. is over the age of eighteen (18) and is a resident
5 of the State of California.

6 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant MAD
7 SECURITY SERVICES, INC., is now and/or at all times mentioned in this Complaint was a
8 California Corporation and the owner and operator of an industry, business and/or facility licensed to
9 do business and actually doing business in the State of California.

10 7. Plaintiff is informed and believes, and thereupon alleges, that DAVID BLAINE FAIR
11 is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff
12 further alleges that DAVID BLAINE FAIR is an owner, director, officer, and/or managing agent of
13 MAD SECURITY SERVICES, INC. responsible for causing the violations outlined in the first
14 through fifth and seventh causes of action. As such DAVID BLAINE FAIR is individually liable
15 pursuant to California Labor Code section 558.1.

16 8. Plaintiff is informed and believes, and thereupon alleges, that MARGIE NELL FAIR
17 is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff
18 further alleges that MARGIE NELL FAIR is an owner, director, officer, and/or managing agent of
19 MAD SECURITY SERVICES, INC. responsible for causing the violations outlined in the first
20 through fifth and seventh causes of action. As such MARGIE NELL FAIR is individually liable
21 pursuant to California Labor Code section 558.1.

22 9. Defendants DOES 1 through 100 are persons and entities whose true names and
23 identities are presently unknown to Plaintiff, and who therefore are sued by such fictitious names.
24 Plaintiff is informed and believes, and on that basis alleges that each of the fictitiously named
25 Defendants is responsible in some manner for the matters alleged herein and is jointly and severally
26 liable to Plaintiff. Plaintiff will seek leave of court to amend this Complaint to state the true names
27 and capacities of such fictitiously named Defendants when ascertained.

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

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

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

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

CLASS ALLEGATIONS

14. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The classes that Plaintiff seeks to represent is composed of and defined as follows:

All non-exempt hourly employees who have, or continue to, perform work for Defendants within California as a Security Guard or other title performing Security Guard job duties from May 12, 2017 up to the present date.

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

(a) Numerosity: The Plaintiff's Class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, based upon the number of employees Defendants has employed throughout the State of California or who were California residents during the time Defendants employed them during the applicable statute of limitations, Plaintiff is informed and

1 believes that as many as fifty (50) or more individuals were subjected to the practices outlined in this
2 Complaint. As such, joinder of all members of the Plaintiff's Class is not practicable.

3 (b) Common Questions Predominate: Common questions of law and fact exist as to all
4 members of the Plaintiff's Class and predominate over questions which affect only individual
5 members of the class. These common questions of law and fact include, without limitation, the
6 following:

- 7 (1) Whether Defendants' employees are owed any reimbursement expenses;
- 8 (2) Whether Defendants had a policy to reimburse its employees for expenses;
- 9 (3) Whether Defendants' employees were given paystubs that complied with
10 California Labor Code section 226;
- 11 (4) Whether Defendants' scheduling, meal period, and pay policies made it so
12 class members were not provided with legally compliant meal periods;
- 13 (5) Whether Defendants' scheduling, rest period, and pay policies made it so class
14 members were not provided with legally compliant rest periods;
- 15 (6) Whether Defendants had a policy and practice to require on-duty meal and rest
16 periods;
- 17 (7) Whether Defendants had any pattern or practice to pay meal and rest period
18 premiums;
- 19 (8) Whether Defendants had a policy and/or practice of failing to pay Plaintiff all
20 wages due on termination;

21 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the class.
22 Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation
23 of the law as complained of herein. Plaintiff, and all members of the class, worked as non-exempt
24 employees and were not reimbursed for using their personal cellphones, were not provided legally
25 compliant meal and rest periods, were not provided legally compliant wage statements, and were not
26 timely paid their final wages.

27 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
28 the class. Plaintiff resides in California, worked for Defendants in California, and is an adequate

1 representative of the class as he has no interests which are adverse to those of absent class members.
2 Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation
3 and wage and hour matters.

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

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

17 FACTUAL ALLEGATIONS

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

20 18. Plaintiff worked for Defendants from approximately June 2020 to February 2021 as
21 an hourly, non-exempt security guard. Plaintiff and similarly situated employees regularly worked
22 eight (8) hours a day or more.

23 19. Defendants failed to authorize and permit Plaintiff and similarly situated employees
24 to take all meal and rest periods owed to them. Defendants required Plaintiff and similarly situated
25 employees to remain on the work premises during their meal and rest breaks, patrol the area, always
26 keep cellphones with them and respond to any texts or calls received from dispatch, and to remain
27 vigilant in case there was a security incident. Plaintiff and similarly situated employees worked
28 more than 10 hours in a day Defendants did not authorize and permit them to take second meal

1 periods or third rest periods. Defendants did not pay Plaintiff and similarly situated employees all
2 meal or rest period premiums owed to them.

3 20. As a result of Defendants' failure to pay Plaintiff and similarly situated employees
4 meal and rest period premiums, Plaintiff and similarly situated employees were not paid all wages
5 owed to them upon their termination or resignation. Additionally, Defendants failed to itemize the
6 correct gross and net wages earned, missed meal and rest period premiums, and corresponding rates
7 of pay on Plaintiff's and similarly situated employees' paystubs.

8 21. Further, Defendants did not reimburse Plaintiff and similarly situated employees for
9 the use of their personal cellphones for work. Defendants required Plaintiff and similarly situated
10 employees to download a Paylocity app on their personal cellphones to clock in and out for work
11 and to remain in contact with the office/dispatch during their shifts using their personal cellphones.
12 Defendants required Plaintiff and similarly situated employees to call or text dispatch within the first
13 hour of their assigned shifts and periodically throughout their shift. Plaintiff and similarly situated
14 employees were also expected to respond to any texts or phone calls from dispatch and report any
15 incidents that occurred on their shift to dispatch. Defendants regularly required Plaintiff and
16 similarly situated employees to incur personal cellphone expenses without paying any
17 reimbursements.

18 22. Defendants failed to keep accurate records of the hours Plaintiff and similarly situated
19 employees worked. Defendants did not keep track of the start and end times of Plaintiff's and
20 similarly situated employees' meal periods.

21 23. Defendant MAD Security Services, Inc. identified Defendant David Blaine Fair in its
22 filings with the California Secretary of State as the Chief Executive Officer and officer during the
23 class period. Defendant MAD Security Services, Inc. identified Defendant Margie Nell Fair in its
24 filings with the California Secretary of State as the Chief Financial Officer and Secretary during the
25 class period. Plaintiff is informed and believes that David Blaine Fair and Margie Nell Fair were
26 owners of MAD Security Services, Inc. during the class period and responsible for creating and
27 electing to implement MAD Security Services, Inc.'s payroll and compensation policies and
28 practices or that they were aware of such policies and practices and ratified them.

CAUSES OF ACTION
FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(As to Defendants)

24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully set forth herein.

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

26. Labor Code sections 226.7 and 512 and Wage Order 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

27. Labor Code section 512 and Wage Order 4, section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period.

28. Plaintiff alleges that Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal periods of at least thirty (30) minutes and more than ten (10) hours without providing a second meal period. Plaintiff and similarly situated employees did not waive their rights to any meal periods throughout their employment relationship.

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

30. As a proximate cause of Defendants' failure to permit meal periods as legally required, Plaintiff and similarly situated employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided, as a wage, from three (3) years of the filing of this action. Labor Code § 226.7 and Wage Order 4, § 11(D).

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS
(As to Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 above as though fully set forth herein.

32. An employer must provide an employee a rest period in accordance with the applicable Wage Order and Labor Code sections 226.7.

33. Section 12(A) of the applicable wage order requires every employer to authorize and permit employees to take rest periods. For each four (4) hours or major fraction thereof worked by the employee, the employee shall receive ten (10) minutes net rest time.

34. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated employees with a paid, off-duty rest break of ten (10) minutes for each four (4) hours or major fraction thereof worked.

35. As a proximate cause of Defendants' failure to provide Plaintiff's paid, off-duty rest breaks, Plaintiff, and similarly situated employees, are entitled to one (1) hour of pay at the employees' regular rate of compensation for each rest period not provided as a wage, from three (3) years of the filing of this Complaint. *See* Labor Code § 226.7.

THIRD CAUSE OF ACTION
FAILURE TO PAY REIMBURSEMENT EXPENSES
(As to Defendants)

36. Plaintiff herein incorporates by reference paragraphs 1 through 35 above as though fully set forth herein.

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

38. Defendants required Plaintiff and those similarly situated to make personal expenditures by using their personal cellphones. These expenses are reimbursable as they were incurred by Plaintiff at the direction of Defendants and in the discharge of Plaintiff's and similarly

1 situated employees job duties required job responsibilities. However, Defendants had a pattern and
2 practice of not reimbursing Plaintiff and similarly situated employees.

3 39. Defendants' conduct described herein violated California Labor Code section 2802.

4 40. Plaintiff suffered damages legally caused by Defendants' acts as stated in the section
5 below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in
6 full.

7 **FOURTH CAUSE OF ACTION**
8 **WAGE STATEMENT VIOLATIONS**
9 **(As to Defendants)**

10 41. Plaintiff herein incorporates by reference paragraphs 1 through 40 above as though
11 fully set forth herein.

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

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

43. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
itemized statement or failed to provide an accurate and complete itemized statement showing the
requirements set forth in Labor Code section 226(a). Defendants did not itemize all meal and rest period
premiums and the corresponding rate of pay or the correct amount of gross and net wages. As a result,

1 Plaintiff and those similarly situated were unable to determine the amount of unpaid wages owed to
2 them.

3 44. Additionally, Plaintiff alleges that they suffered injury as a result of (1) Defendants'
4 failure provide a wage statement, or (2) by Defendants' failure to provide accurate and complete
5 information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226,
6 subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in
7 Plaintiff's position would not be able to readily ascertain the information without reference to other
8 documents or information) from the wage statement alone, one or more of the following:

- 9 a. The amount of the gross wages or net wages paid to the employee during the pay
10 period or any of the other information required to be provided on the itemized wage
11 statement pursuant to items (2) to (4), inclusive, (6), and (9) of section 226,
12 subdivision (a).

13 45. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff was
14 damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent
15 pertinent as if set forth here in full.

16 **FIFTH CAUSE OF ACTION**
17 **WAITING TIME PENALTIES**
18 **(As to Defendants)**

19 46. Plaintiff herein incorporates by reference paragraphs 1 through 45 above as though
20 fully set forth herein.

21 47. An employer must pay an employee who is terminated all unpaid wages immediately
22 upon termination. Labor Code § 201.

23 48. An employer must pay an employee who resigns all unpaid wages within seventy-two
24 (72) hours of their resignation. Labor Code § 202.

25 49. Plaintiff did not receive all wages, including meal and rest period premiums within the
26 legally required time from separation.

27 50. An employer who willfully fails to pay an employee wages in accordance with Labor
28 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to 30 days. Labor
Code § 203.

51. Defendants knew of their obligation to pay Plaintiff meal and rest period premiums because it is black letter law that employers cannot simply require on-call and/or on duty meal and rest periods, cannot require employees stay on premises for meal and rest periods, and a second meal period must be provided for employees working beyond ten (10) hours a day. Defendants had knowledge of what its own policies and practices were, which were also in violation of these laws on meal and rest periods. Thus, Defendants' failure to pay meal and rest period premiums was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of its obligation to pay all wages owed upon termination and willful refusal.

52. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of his wages and seeks their daily rate of pay multiplied by 30 days for Defendants' failure to pay all wages due.

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to MAD Security Services, Inc. and DOES 1 to 100)

53. Plaintiff herein incorporates by reference paragraphs 1 through 52 above as though fully set forth herein.

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

55. Through Defendants' conduct Plaintiffs and similarly situated employees were denied statutory protections regarding meal and rest periods. Plaintiffs are also informed and believe and thereon allege that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*).

56. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs are entitled to restitution as a result of its unfair business practices, including, but not limited to, interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code sections 226.7, 510, 512, and 1194, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Complaint.

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

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

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

- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements For Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 1198; IWC Wage Order 4, § 7(A) (Failure to Maintain Accurate Records)

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

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

DAMAGES

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial; and
2. As to the First Cause of Action:
 - a. Wages in an amount proven at trial;

- 1 b. Attorney's fees pursuant to California Code of Civil Procedure section 1021.5;
- 2 3. As to the Second Cause of Action:
- 3 a. Wages in an amount proven at trial;
- 4 b. Attorney's fees pursuant to California Code of Civil Procedure section 1021.5;
- 5 4. As to the Third Cause of Action:
- 6 a. For compensatory damages in an amount proven at trial;
- 7 b. For reasonable attorney's fees and costs pursuant to Labor Code section 2802;
- 8 5. As to the Fourth Cause of Action:
- 9 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 10 actual damages or fifty dollars (\$50) for the initial pay period in which the
- 11 violation occurred and one hundred dollars (\$100) per employee for each
- 12 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 13 (\$4,000);
- 14 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 15 226(e);
- 16 c. For total penalties in an amount proven at trial;
- 17 6. As to the Seventh Cause of Action:
- 18 a. For civil penalties as provided for in the Labor Code for each enumerated violation in
- 19 an amount proven at trial;
- 20 b. For those Labor Code sections, the violation of which there is no civil penalty
- 21 provided, the default penalty provided in Labor Code section 2699(f): for any initial
- 22 violation, one hundred dollars (\$100) for each aggrieved employee per pay period;
- 23 For any subsequent violation, two hundred dollars (\$200) for each aggrieved
- 24 employee per pay period;
- 25 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 26 d. For any other remedies as allowed by law and/or deemed appropriate by the Court;
- 27 7. For such other and further relief this Court may deem just and proper, including, but not
- 28 limited to:

- 1 a. Wages as proven at trial;
2 b. Reasonable attorney's fees and costs as provided by law; and
3 c. Interest
4

5 DATED: July 21, 2021

Shimoda Law Corp.

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7 By: 

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff