

1 Alex Asil Mashiri, Esq. (SBN 283798)
alex@mashirilawfirm.com
2 **MASHIRI LAW FIRM, APC**
11251 Rancho Carmel Drive #500694
3 San Diego, CA 92150
4 Tel: (858) 348-4938
Fax: (858) 348-4939
5

6 Tamim Jami, Esq. (SBN 311351)
tamim@jamilaw.com
7 **THE JAMI LAW FIRM P.C.**
3525 Del Mar Heights Rd #941
8 San Diego, CA 92130
9 Tel: (858) 284-0248
Fax: (858) 284-0977
10

11 Attorneys for Plaintiff
LANCE LOPEZ
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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**

15 LANCE LOPEZ, an individual, for the real
16 party in interest, the State of California,

17 Plaintiff,

18 vs.

19
20 ALLIED UNIVERSAL SECURITY
21 SERVICES, UNIVERSAL PROTECTION
SERVICE, LP; and DOES 1 through 50;
22
23 Defendants.
24
25
26
27
28

Case No. 37-2021-00030649-CU-OE-CTL

REPRESENTATIVE ACTION

**COMPLAINT FOR VIOLATIONS OF
THE PRIVATE ATTORNEYS
GENERAL ACT (Labor Code Section
2698 *et seq.*)**

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/19/2021 at 01:38:11 PM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

1 Plaintiff LANCE LOPEZ (“Plaintiff”), in his capacity as the State of California’s
2 designated proxy under the Private Attorneys General Act, and on behalf of other current
3 and former California employees (“Represented Employees”) alleges the following:

4 **NATURE OF THE ACTION**

5 1. Pursuant to the Private Attorneys General Act (“PAGA”), incorporated in Labor
6 Code sections 2698, 2699 *et seq.*, Plaintiff brings this representative action against
7 Defendant ALLIED UNIVERSAL SECURITY SERVICES (“ALLIED”), Defendant
8 UNIVERSAL PROTECTION SERVICE, LP (“UNIVERSAL”) and DOES 1 through 50 (all
9 defendants are hereinafter collectively referred to as “Defendants”) for wage and hour
10 violations of the California Labor Code and the applicable Industrial Welfare Commission
11 Wage Order (the “IWC Wage Order”).

12 2. Pursuant to Labor Code section 2699, any provision of the Labor Code that
13 provides for a civil penalty to be assessed and collected by the Labor and Workforce
14 Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards,
15 agencies or employees for violation of the code may, as an alternative, be recovered through
16 a civil action brought by an aggrieved employee on behalf of himself or herself and other
17 current or former employees pursuant to the procedures specified in Labor Code section
18 2699.3.

19 3. By this action, Plaintiff, who is an aggrieved employee, seeks civil penalties on
20 behalf of the state, who is the real party in interest.

21 4. Through this representative action, Plaintiff seeks to recover civil penalties
22 under the PAGA. No class certification is required. (*Arias v. Superior Court* (2009) 46
23 Cal.4th 969.)

24 **JURISDICTION AND VENUE**

25 5. Pursuant to Article VI, section 10 of the California Constitution, subject matter
26 jurisdiction is proper in the Superior Court of California, County of San Diego, State of
27 California because Plaintiff alleges claims arising under California law.

28 6. This Court has jurisdiction over Defendants because each is believed to be an

1 association, corporation, business entity, or individual that conducts substantial business in
2 the State of California, County of San Diego.

3 7. This Court has jurisdiction over Plaintiff's claims for civil penalties under
4 PAGA.

5 8. Pursuant to California Code of Civil Procedure section 395, venue is proper in
6 the Superior Court of California for the County of San Diego because this is a location
7 where Defendants conduct business in California.

8 **THE PARTIES**

9 9. The State of California is the real party in interest in a PAGA action. (*Kim v.*
10 *Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The "government entity on whose
11 behalf the plaintiff files suit is always the real party in interest."].)

12 10. Plaintiff is an "aggrieved employee" because he was employed by Defendants
13 and had one or more of the alleged violations committed against him, and therefore is
14 properly suited to act on behalf the state, and collect civil penalties for all violations
15 committed against the Represented Employees, who are also aggrieved employees as
16 defined by subdivision (c) of Labor Code section 2699.

17 11. Defendants do business in the County of San Diego, State of California.

18 12. The true names and capacities, whether individual, corporate, associate or
19 otherwise of the Defendant named herein as DOES 1 through 50, are unknown to Plaintiff at
20 this time. Plaintiff therefore sues said Defendants by such fictitious names pursuant to
21 California Code of Civil Procedure section 474. Plaintiff will seek leave to amend the
22 operative complaint ("Complaint") to allege the true names and capacities of DOES 1
23 through 50 when their names are ascertained. Plaintiff is informed and believes, and based
24 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiff for the
25 events and actions alleged herein.

26 13. Plaintiff is informed and believes, and based thereon allege, that at all times,
27 each defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego
28 for each of the other defendants and each were co-conspirators with respect to the acts and

1 the wrongful conduct alleged herein so that each is responsible for the acts of the other in
2 connection with the conspiracy and in proximate connection with the other defendants.

3 14. Plaintiff is informed and believes, and based thereon alleges, that each
4 Defendant was acting partly within and partly without the scope and course of their
5 employment, and was acting with the knowledge, permission, consent, and ratification of
6 every other Defendant.

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

8 15. Defendants are the owners and operators of a security services company in
9 California.

10 16. Plaintiff worked for Defendants during which time he was paid hourly and
11 considered non-exempt.

12 **PAGA REPRESENTATIVE ACTION CLAIMS**

13 17. On information and belief, current and former employees of Defendants were
14 subject to Labor Code violations by Defendants, specifically by Defendants' violations of
15 Labor Code sections 201, 202, 203, 204, 226, 226(a)(1)-(a)(9), 226(a)(2), 226(b)-(c), 226.3,
16 226.7, 227.3, 246, 512, 1194, 1198.5, 2698, and 2699 et seq.

17 18. California law provides that an aggrieved employee may file an action under
18 the PAGA against an employer for penalties in connection with violations of the Labor Code
19 and Wage Order.

20 19. At all material times, Defendants were and/or are Represented Employees'
21 employers or persons acting on behalf of Represented Employees' employer, within the
22 meaning of California Labor Code sections 558 and 558.1.

23 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

24 20. On May 12, 2021, Plaintiff, via counsel, sent the statutorily required notice to
25 the LWDA, indicating that Plaintiff intends to pursue claims against Defendants for
26 violations of the Labor Code.

27 21. On May 12, 2021, Plaintiff, via counsel, sent a copy of the May 12, 2021
28 notice to Defendants.

1 22. The statutory period expired since Plaintiff sent the May 12, 2021 notice to the
2 LWDA and LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction
3 over the applicable penalty claims and did not provide notice as set forth in Labor Code
4 section 2699.3(a)(2)(A).

5 23. Therefore, Plaintiff has exhausted the administrative requirements under the
6 PAGA.

7 24. The Causes of Action alleged in this Complaint are appropriately suited for a
8 Representative Action under the PAGA because:

- 9 a. Their action involves allegations of violations of provisions of the California
10 Labor Code that provide for a civil penalty to be assessed and collected by the
11 LWDA or any departments, divisions, commissions, boards, agencies or
12 employees;
- 13 b. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the
14 alleged violator and had one or more of the alleged violations committed
15 against him; and
- 16 c. Plaintiff has satisfied the procedural requirements of Labor Code section
17 2699.3, as set forth above.

18 25. As a result of the acts alleged above, Plaintiff seeks to recover civil penalties
19 under the PAGA for violations of the following Labor Code provisions.

- 20 a. failure to provide meal and rest periods in violation of Labor Code section
21 512, 226.7, and IWC Wage Order;
- 22 b. failure to provide accurate itemized wage statements in violation of Labor
23 Code sections 226, 226.2, and 226.3;
- 24 c. failure to accrue vacation in violation of Labor Code sections 227.3;
- 25 d. failure to pay earned wages in violation of Labor Code sections 201, 202, and
26 203; and
- 27 e. failure to produce records in violation of Labor Code sections 226(b), 1198.5,
28 and 432.

1 **FIRST CAUSE OF ACTION**

2 **(Representative Claims for Penalties Under PAGA for Violation of Labor Code**
3 **Sections 512, 226.7 and the IWC Wage Order against all Defendants)**

4 26. Plaintiffs re-allege and incorporate by reference the foregoing allegations as
5 though set forth herein.

6 27. Under Labor Code section 512 and the IWC Wage Order, an employer must
7 provide a meal period of at least thirty minutes if the employee works more than five hours.
8 California Labor Code section 512 “requires a first meal period no later than the end of an
9 employee’s fifth hour of work [...]” (*Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th
10 1004.)

11 28. Labor Code section 226.7 prohibits an employer from requiring an employee
12 to work during a meal period and provides that an employee must be paid a wage for doing
13 so.

14 29. Upon information and belief, during all times relevant to this action,
15 Defendants violated Labor Code sections 512 and the IWC Wage Order.

16 30. Upon information and belief, during all times relevant to this action,
17 Defendants failed to provide Plaintiff and the Aggrieved Employees with proper meal
18 periods in violation of Labor Code sections 512 and the IWC Wage Order. By way of
19 example, Plaintiff would regularly be required to work shifts of five hours or more but was
20 not relieved to take a 30-minute meal period before the end of the fifth hour of work.

21 31. Under Labor Code section 226.7(c), if an employer fails to provide an
22 employee with a proper meal period, the employer shall pay the employee one hour of pay at
23 the employee’s regular rate of compensation for each workday that the meal period is not
24 provided.

25 32. At minimum, Plaintiff and the Represented Employees should have been paid
26 a meal period premium for missed, delayed, or shortened meal periods, which Defendants
27 failed to pay. As such, Defendants violated Labor Code section 226.7(c).

28 33. PAGA imposes upon Defendants, and each of them, penalties for violating

1 Labor Code sections 512, 226.7 and the IWC Wage Order.

2 34. Labor Code section 2699(f) imposes upon Defendants, and each of them,
3 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial
4 violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for
5 subsequent violations for all Labor Code provisions for which a civil penalty is not
6 specifically provided.

7 35. Pursuant to Labor Code section 558, any employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, Labor Code sections 500 to
9 558.1 or any provision regulating hours and days of work in any order of the Industrial
10 Welfare Commission shall be subject to a civil penalty. Specifically, Labor Code section
11 558 imposes upon Defendants, and each of them, penalties of one hundred dollars (\$50) per
12 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$100) per
13 pay period, per aggrieved employee for subsequent violations.

14 36. Plaintiff is seeking penalties against Defendants under Labor Code sections
15 2699(f), 226.7, 558, the IWC Wage Order, and/or any other applicable statute allowing
16 recovery of penalties under the PAGA in an amount to be shown according to proof.

17 37. Pursuant to PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover
18 attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount to be
19 shown according to proof.

20 **SECOND CAUSE OF ACTION**

21 **(Representative Claims for Penalties Under PAGA for Violation of Labor Code** 22 **Sections 226.7 and the IWC Wage Order against all Defendants)**

23 38. Plaintiffs re-allege and incorporate by reference the foregoing allegations as
24 though set forth herein.

25 39. Rest periods under California labor law are required for non-exempt
26 employees who work three and a half (3 1/2) or more hours in a day. Employees are entitled
27 to ten (10) minutes of rest period for each four (4) hours, or a substantial fraction thereof,
28 that they work in a day.

1 40. Labor Code section 226.7 prohibits an employer to require an employee to
2 work during a rest period and provides that an employee must be paid a wage for doing so.

3 41. Upon information and belief, during all times relevant to this action,
4 Defendants violated section 226.7 and the IWC Wage Order.

5 42. Upon information and belief, during all times relevant to this action,
6 Defendants failed to provide Plaintiff and the Represented Employees with proper rest
7 periods in violation of the IWC Wage Order. By way of example, Plaintiff would regularly
8 work shifts of three and a half hours or more but was not relieved to take a 10-minute rest
9 period.

10 43. Under Labor Code section 226.7(c), if an employer fails to provide an
11 employee with a proper rest period, the employer shall pay the employee one hour of pay at
12 the employee's regular rate of compensation for each workday that the rest period is not
13 provided.

14 44. At minimum, Plaintiff and the Represented Employees should have been paid
15 a rest period premium for missed, delayed, or shortened rest periods, which Defendants
16 failed to pay. As such, Defendants violated Labor Code section 226.7(c).

17 45. PAGA imposes upon Defendants, and each of them, penalties for violating
18 Labor Code section 226.7 and the IWC Wage Order.

19 46. Labor Code section 2699(f) imposes upon Defendants, and each of them,
20 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial
21 violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for
22 subsequent violations for all Labor Code provisions for which a civil penalty is not
23 specifically provided.

24 47. Pursuant to Labor Code section 558, any employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, Labor Code sections 500 to
26 558.1 or any provision regulating hours and days of work in any order of the Industrial
27 Welfare Commission shall be subject to a civil penalty. Specifically, Labor Code section
28 558 imposes upon Defendants, and each of them, penalties of one hundred dollars (\$50) per

1 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$100) per
2 pay period, per aggrieved employee for subsequent violations.

3 48. Plaintiff is seeking penalties against Defendants under Labor Code sections
4 2699(f), 226.7, 558, the IWC Wage Order, and/or any other applicable statute allowing
5 recovery of penalties under the PAGA in an amount to be shown according to proof.

6 49. Pursuant to PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover
7 attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount to be
8 shown according to proof.

9 **THIRD CAUSE OF ACTION**

10 **(Representative Claim for Penalties Under PAGA for violations of Labor Code section** 11 **226(a)(2) against all Defendants)**

12 50. Plaintiff re-alleges and incorporate by reference the foregoing allegations as
13 though set forth herein.

14 51. Labor Code section 226(a)(2) requires that the wage statements accurately
15 state the total hours worked.

16 52. Defendants failed to accurately state the total hours worked on the wage
17 statements in violation of Labor Code section 226(a)(2).

18 53. By way of one example, Defendants failed to issue accurate itemized wage
19 statements by failing to list the accurate total hours worked in violation of Labor Code
20 section 226(a)(2) by not including regular and overtime holiday hours worked when
21 computing the total hours worked during a given pay period.

22 54. All other claims alleged in this complaint have also resulted in a derivative
23 claim of an inaccurate itemized wage statement.

24 55. PAGA imposes upon Defendants, and each of them, penalties for violating
25 Labor Code section 226(a)(2).

26 56. Labor Code section 2699(f) imposes upon Defendants, and each of them,
27 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial
28 violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for

1 subsequent violations for all Labor Code provisions for which a civil penalty is not
2 specifically provided.

3 57. With respect to violations of Labor Code section 226, Labor Code section
4 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for
5 each employee for each pay period, and one thousand dollars (\$1000) for each subsequent
6 violation for each employee for each pay period.

7 58. Plaintiff is seeking penalties against Defendants under Labor Code sections
8 2699(f), 226.3, and/or any other applicable statute allowing recovery of penalties under
9 PAGA in an amount to be shown according to proof.

10 59. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to
11 recover attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount
12 to be shown according to proof.

13 **FOURTH CAUSE OF ACTION**

14 **(Representative Claims for Penalties Under PAGA for violation of Labor Code section**
15 **226(a) against all Defendants)**

16 60. Plaintiff re-alleges and incorporates by reference the foregoing allegations as
17 though set forth herein.

18 61. Under Labor Code section 226(a) an employer must either keep a duplicate of
19 the wage statement provided to an employee or a computer-generated record that accurately
20 shows all of the information required under 226(a)(1) through (a)(9).

21 62. Upon information and belief, during all times relevant to this action,
22 Defendants failed to keep records required under Labor Code section 226(a). By way of
23 example, the copies of the wage statements that Defendants kept do not include the proper
24 gross and net wages, total hours worked, all applicable hourly rates and corresponding hours
25 worked as described herein and in the aforementioned paragraphs.

26 63. PAGA imposes upon Defendants, and each of them, civil penalties for
27 violating Labor Code section 226(a).
28

64. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

65. With respect to violations of Labor Code section 226, Labor Code section 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

66. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties in an amount to be shown according to proof.

67. Pursuant to PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount to be shown according to proof.

FIFTH CAUSE OF ACTION

(Representative Claims for Penalties Under PAGA for Violation of Labor Code Section 227.3 against all Defendants)

68. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

69. Under Labor Code section 227.3, “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served [...].”

70. Defendants violated Labor Code section 227.3 by failing to issue Plaintiff all his accrued, vested and unused vacation earnings.

71. PAGA imposes upon Defendants, and each of them, penalties for violating Labor Code section 227.3.

72. Labor Code section 2699(f) imposes upon Defendants, and each of them, penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

73. Plaintiff is seeking penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of penalties under the PAGA in an amount to be shown according to proof.

74. Pursuant to PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount to be shown according to proof.

SIXTH CAUSE OF ACTION

**(Representative Claims for Penalties Under PAGA for Violation of Labor Code
Sections 201, 202, and 203 against all Defendants)**

75. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

76. Under Labor Code section 201, if an employee is discharged by his/her employer, the wages earned and unpaid at the time of discharge are due and payable immediately.

77. Under Labor Code section 202, if on the other hand, “an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

78. Labor Code section 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

1 79. Upon information and belief, Plaintiff and the Represented Employees did not
2 receive all wages upon termination or separation of employment. Defendants violated Labor
3 Code section 203 because they failed to timely pay Plaintiff and the Represented Employees
4 all earned wages. By way of one example, Plaintiff and Represented Employees were not
5 paid proper wages because Defendants failed to appropriately compensate Plaintiff and the
6 Represented Employees for their meal and rest premiums at the appropriate rate of pay and
7 accrual of vacation hours during employment. This resulted in the underpayment of wages.

8 80. Defendants have failed to pay Plaintiff and Represented Employees all wages
9 due and owed.

10 81. PAGA imposes upon Defendants, and each of them, penalties for violating
11 Labor Code sections 201, 202, and 203.

12 82. Labor Code section 2699(f) imposes upon Defendants, and each of them,
13 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial
14 violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for
15 subsequent violations for all Labor Code provisions for which a civil penalty is not
16 specifically provided.

17 83. Plaintiff is seeking penalties against Defendants under Labor Code section
18 2699(f), and any other applicable statute allowing recovery of civil penalties under the
19 PAGA in an amount to be shown according to proof.

20 84. Pursuant to PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover
21 attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount to be
22 shown according to proof.

23 **SEVENTH CAUSE OF ACTION**

24 **(Representative Claim for Penalties Under PAGA for violations of Labor Code sections**
25 **226(b), 1198.5, and 432 against all Defendants)**

26 85. Plaintiff re-alleges and incorporates by reference the foregoing allegations as
27 though set forth herein.

28 86. Labor Code section 226(b) requires, in pertinent part, that "An employer that

1 is required by this code or any regulation adopted pursuant to this code to keep the
2 information required by subdivision (a) shall afford current and former employees the right
3 to inspect or copy records pertaining to their employment, upon reasonable request to the
4 employer. The employer may take reasonable steps to ensure the identity of a current or
5 former employee. If the employer provides copies of the records, the actual cost of
6 reproduction may be charged to the current or former employee.” (Labor Code § 226
7 subdivision (b).)

8 87. Subdivision (a) of Labor Code section 226 requires that an employer maintain
9 a copy of the itemized wage statements it issues to its employees.

10 88. Labor Code section 226(c) requires, in pertinent part, that “An employer who
11 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
12 pertaining to a current or former employee shall comply with the request as soon as
13 practicable, but no later than 21 calendar days from the date of the request. A violation of
14 this subdivision is an infraction. Impossibility of performance, not caused by or a result of a
15 violation of law, shall be an affirmative defense for an employer in any action alleging a
16 violation of this subdivision. An employer may designate the person to whom a request
17 under this subdivision will be made.” (Labor Code § 226 subdivision (c).)

18 89. Labor Code section 1198.5(b)(1) provides, in pertinent part:
19 “The employer shall make the contents of those personnel records available for inspection to
20 the current or former employee, or his or her representative, at reasonable intervals and at
21 reasonable times, but not later than 30 calendar days from the date the employer receives a
22 written request.”

23 90. California Labor Code section 432, subdivision (b), requires employers doing
24 business in the State of California to provide current and former employees copies of all
25 written instruments they sign upon request.

26 91. On February 12, 2021, Plaintiff, through counsel, requested copies of his
27 payroll and personnel records from Defendant including but not limited to his itemized wage
28 statements and timesheets.

1 92. Defendant failed to produce Plaintiff's requested payroll and personnel records
2 by the statutory deadline.

3 93. On March 26, 2021, Plaintiff, through counsel, again followed up with
4 Defendant by sending an email correspondence demanding Plaintiff's paystubs and time
5 records.

6 94. Yet again, Defendant failed to produce Plaintiff's requested payroll and
7 personnel records by the statutory deadline.

8 95. On April 6, 2021, Plaintiff, through counsel, again followed up with
9 Defendant by sending an email correspondence demanding Plaintiff's time records and
10 personnel file.

11 96. On April 9, 2021, Plaintiff, through counsel, again followed up with
12 Defendant by sending an email correspondence demanding Plaintiff's time records and
13 personnel file.

14 97. Finally, on April 14, 2021, Plaintiff, through counsel, again followed up with
15 Defendant by sending a final email correspondence demanding Plaintiff's time records and
16 personnel file.

17 98. As of the date of this filing, Plaintiff has not received his time records or
18 personnel file.

19 99. Upon information and belief, during all times relevant to this action,
20 Defendant failed to comply with Labor Code sections 226, 1198.5, and 432 by failing to
21 produced Plaintiff's payroll and personnel records and other documents covered by Labor
22 Code sections 226, 1198.5 and 432.

23 100. PAGA imposes upon Defendants, and each of them, penalties for violating
24 Labor Code sections 226.

25 101. PAGA imposes upon Defendants, and each of them, penalties for violating
26 Labor Code section 432.

27 102. PAGA imposes upon Defendants, and each of them, penalties for violating
28 Labor Code sections 1198.5.

103. Labor Code section 2699(f) imposes upon Defendants, and each of them, penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

104. Plaintiff is seeking penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of penalties under the PAGA in an amount to be shown according to proof.

105. Pursuant to PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover attorney's fees, costs, filing fees paid to the LWDA, and civil penalties in an amount to be shown according to proof.

PRAYER FOR RELIEF

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

1. An award of civil penalties pursuant to PAGA and/or other applicable laws;
2. An award of reasonable attorneys' fees, costs, and filing fees paid to the LWDA pursuant to California Labor Code section 2699(g) and/or other applicable law;
3. Post-judgment interest as provided by law; and
4. Such other and further relief that the Court may deem just and proper.

Dated: July 19, 2021

THE JAMI LAW FIRM P.C.

By:

Tamim Jami
Attorney for Plaintiff
LANCE LOPEZ