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

JAMES ADAMSON,

Plaintiff,

vs.

GREENSCAPE MAINTENANCE  
SERVICES INC.; ROBERT MARK  
FRANKLIN; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **21STCV25598****COMPLAINT FOR DAMAGES FOR:****1) FAILURE TO COMPENSATE FOR  
ALL HOURS WORKED;****2) FAILURE TO PAY MINIMUM  
WAGES/PREVAILING WAGES;****3) FAILURE TO PAY OVERTIME;****4) FAILURE TO PROVIDE  
ACCURATE ITEMIZED WAGE  
STATEMENTS;****5) FAILURE TO PAY WAGES OWED  
EVERY PAY PERIOD;****6) FAILURE TO PAY WAGES WHEN  
EMPLOYMENT ENDS;****7) VIOLATION OF LABOR CODE  
SECTION 558;****8) FAILURE TO GIVE REST BREAKS;****9) FAILURE TO GIVE MEAL  
BREAKS;****10) FAILURE TO MAINTAIN  
ACCURATE RECORDS;****11) FAILURE TO REIMBURSE FOR  
BUSINESS EXPENSES;****12) PRIVATE ATTORNEYS GENERAL  
ACT ("PAGA");****13) WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY;****14) RETALIATION IN VIOLATION OF  
LABOR CODE SECTION 98.6;****15) RETALIATION IN VIOLATION OF  
LABOR CODE SECTION 1102.5;**

1 )  
2 ) **16) VIOLATION OF BUSINESS AND**  
3 ) **PROFESSIONS CODE SECTION**  
4 ) **17200**

5 ) **JURY TRIAL DEMANDED**  
6 )

7 COMES NOW Plaintiff, JAMES ADAMSON (hereinafter "Plaintiff"), and alleges as  
8 follows:

9 **PARTIES, JURISDICTION, and VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the  
11 County of Alameda in this judicial district because Defendants GREENSCAPE  
12 MAINTENANCE SERVICES INC.; ROBERT MARK FRANKLIN; and DOES 1 to 25,  
13 inclusive, do business in the County of Los Angeles, and because Defendants' obligations and  
14 liabilities arise therein, and because Plaintiff performed work for GREENSCAPE  
15 MAINTENANCE SERVICES INC. and ROBERT MARK FRANKLIN in the County of Los  
16 Angeles, including in the cities of La Verne (including the La Verne Fire Department located  
17 at 5100 Esperanza Drive), Covina, and Pomona. Moreover, Plaintiff's damages sought herein  
18 exceed \$25,000.  
19

20 2. Plaintiff is a male resident of the State of California.

21 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant  
22 GREENSCAPE MAINTENANCE SERVICES INC. is a California corporation, doing  
23 business in various counties, including Los Angeles County, and which employed Plaintiff.  
24

25 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant  
26 ROBERT MARK FRANKLIN is a male resident of the State of California and is and was the  
27 owner and managing agent of GREENSCAPE MAINTENANCE SERVICES INC. ROBERT  
28

1 MARK FRANKLIN is being included in this lawsuit pursuant to California Labor Code  
2 Section 558.1 as he controlled the hours, wages, and working conditions of Plaintiff and other  
3 similarly situated aggrieved employees. GREENSCAPE MAINTENANCE SERVICES INC.  
4 and ROBERT MARK FRANKLIN are collectively referred to as “GREENSCAPE” or  
5 “Defendants”.

6 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or  
7 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues  
8 them by these fictitious names. Plaintiff is informed and believes that each of the DOE  
9 defendants, numbers 1 to 25, reside in the State of California and are in some manner  
10 responsible for the conduct alleged herein. Upon discovering the true names and capacities of  
11 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names  
12 and capacities of these fictitiously named defendants.

13  
14 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of  
15 that information and belief, alleges that at all times herein mentioned, each of the remaining  
16 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and  
17 under the authority of their agency, employment, or representative capacity, with the consent  
18 of his/her codefendants.

### 20 **GENERAL ALLEGATIONS**

21 7. Plaintiff started working for GREENSCAPE on or around August 2020. Plaintiff was  
22 classified as an hourly, non-exempt employee and his latest rate of pay is \$14.00 per hour.  
23 Plaintiff is still employed by the company. Plaintiff’s typical schedule was 6:15am until 2:15,  
24 however, Plaintiff and others would routinely work past that, up until 3:30pm. Plaintiff and  
25 others were paid on a weekly basis.

26 8. It is Plaintiff’s position that GREENSCAPE has committed numerous labor code  
27 violations against Plaintiff and other similarly situated aggrieved employees.  
28

1        9. GREENSCAPE violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed  
2 to pay Plaintiff and other similarly situated aggrieved employees California's statutory minimum  
3 wage for all hours worked and for "off the clock" work, including but not limited to, the hours  
4 spent for travel time and for driving to and from job sites. Some of these job sites included Norco,  
5 La Verne, Covina, or Pomona. Per Industrial Welfare Commission Wage Order 16, Section 5(A),  
6 Plaintiff and others are entitled to be paid for all employer mandated travel that occurs after the  
7 first location where the employee's presence is required by the employer. As such, Plaintiff and  
8 others were required to first go to the yard in Ontario, which had the trucks and equipment, and  
9 to then travel to the various job sites. Furthermore, Plaintiff and others were told by management  
10 that their work hours begin when they get to the job site. The latter is illegal and in contravention  
11 of California law. In addition, since there was no formal clock-in/clock-out system (foreman  
12 tried to keep track of hours worked), GREENSCAPE had a policy of rounding down work hours  
13 worked by Plaintiff and others to the detriment of the employees in that they were not paid for  
14 all hours worked. In addition, Plaintiff and others would perform work "off the clock" in  
15 unloading the trucks which the foreman was not tabulating in their total hours worked.

16        10. Based on the "off the clock" work and lack of pay for travel time, GREENSCAPE  
17 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved  
18 employees the correct amount of overtime or any overtime for that matter, even though they  
19 worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their  
20 employment. It was simply not company policy to pay any overtime, no matter how many hours  
21 the employees worked.

22        11. GREENSCAPE violated Labor Code §§ 512 and 226.7 and the appropriate Industrial  
23 Welfare Commission Wage Order (no. 16-2001) because it failed to provide Plaintiff and other  
24 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for  
25 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive  
26 said meal periods. GREENSCAPE did not completely relieve Plaintiff of all duty during said  
27 meal periods. GREENSCAPE did not pay to Plaintiff one additional hour of pay at Plaintiff  
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1  
2 regular rate of compensation for each workday that one or more statutory meal periods was not  
3 provided. It was not company policy for Plaintiff and others to receive timely, uninterrupted  
4 statutory meal periods wherein they were relieved of all work duties. In fact, it was entirely up  
5 to the foreman whether Plaintiff and others received meal breaks, and when employees were  
6 allowed to eat, it would often be after the 5<sup>th</sup> hour worked and would not be a complete meal  
7 break.

8 12. GREENSCAPE violated Labor Code § 226.7 and the appropriate Industrial Welfare  
9 Commission Wage Order (no. 16-2001) because it failed to provide Plaintiff and other similarly  
10 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority  
11 portion thereof, throughout their employment. GREENSCAPE did not completely relieve  
12 Plaintiff of all duty during said rest periods. GREENSCAPE did not pay to Plaintiff one  
13 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or  
14 more statutory rest periods was not provided. There were no rest breaks on schedule and it was  
15 not company policy to enforce or allow rest breaks. Rest breaks were not part of the company  
16 and were not enforced at all. They simply did not exist, and the foreman would not allow  
17 employees such as Plaintiff to take rest breaks.

18 13. Furthermore, during the relevant time period, and due to the violations cited above,  
19 GREENSCAPE failed to pay Plaintiff and other similarly situated aggrieved employees all  
20 wages due to them within any time period specified by California Labor Code section 204.  
21 GREENSCAPE was also in violation of California Labor Code section 226(a), by failing to  
22 include pertinent, accurate information on the wage statements, including but not limited to, all  
23 applicable hourly rates, all hours worked (overtime/minimum wage violations), gross wages  
24 earned, all deductions, net wages earned, business expense reimbursement, the correct start and  
25 end of the pay periods, the correct legal name and address of the employer, all applicable  
26 identifying information for the employee, and premium pay for missed meal and rest breaks. As  
27 such, GREENSCAPE did not provide Plaintiff and other similarly situated aggrieved employees  
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1 with complete, accurate itemized wage statements.

2 14. GREENSCAPE violated Labor Code § 203 because it willfully failed to pay other  
3 similarly situated aggrieved employees earned and due wages upon separation of employment,  
4 either immediately upon involuntary termination, or within 72 hours of resignation. These  
5 earned but unpaid wages include the unpaid minimum wages, overtime wages, premium pay for  
6 missed meal/rest periods, and business expense reimbursement.

7 15. During the relevant time period, GREENSCAPE also failed to keep accurate and  
8 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff  
9 and other aggrieved employees pursuant to California Labor Code sections 1174(d).

10 16. During the relevant time period, Plaintiff and other aggrieved employees incurred  
11 necessary, business-related expenses and costs that were not reimbursed by GREENSCAPE.  
12 These costs include, but are not limited to, use of personal cell phones for business-related  
13 purposes and protective safety equipment/tools, which were not provided by the employer  
14 (including goggles, gloves, earplugs). Accordingly, GREENSCAPE was in violation of  
15 California Labor Code sections 2800 and 2802.

16 17. Moreover, GREENSCAPE failed to provide sick pay pursuant to Labor Code section 246  
17 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved  
18 employees in violation of Labor Code Section 3700.5.

19 18. In addition, and after Plaintiff filed and served his PAGA notice against Defendants,  
20 Plaintiff was retaliated against under Labor Code Sections 98.6 and 1102.5. Plaintiff served his  
21 PAGA notice on Defendants on or around May 7, 2021. On or around May 20, 2021, and after  
22 finding out about Plaintiff's PAGA and wage claims, Plaintiff's foreman simply left the job site  
23 without Plaintiff and informed Plaintiff that he was terminated from his employment. There was  
24 no reason given and the termination was in no way related to Plaintiff's job performance or a  
25 violation of any company rules or regulations. Plaintiff was unequivocally terminated as a pure  
26 retaliatory measure due to Plaintiff bringing lawful and meritorious wage and hour claims against  
27 Defendants. Moreover, it is important to note that Plaintiff was shorted several hours on his final  
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1 paycheck in addition to Defendants not following the California Labor laws as alleged above.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

4 **(California Industrial Welfare Commission Order 16-2001, California Code of**  
5 **Regulations Title 8 Section 11160, and California Labor Code Section 1198)**

6 **(Plaintiff against all named Defendants and all DOE Defendants)**

7 19. Plaintiff re-alleges and incorporates by reference each and every allegation in  
8 paragraphs 1 through 18, inclusive, of this Complaint as thought fully set forth herein.

9 20. At all times relevant herein, Defendants were required to compensate its employees for  
10 all hours worked upon reporting for work at the appointed time stated by the employer  
11 pursuant to Industrial Welfare Commission Order 16-2001, California Code of Regulations,  
12 Title 8, Section 11160.

13 21. For the three (3) years preceding filing of this action, Defendants failed to compensate  
14 Plaintiff for all hours worked.

15 22. Under the aforementioned wage and order regulations, Plaintiff is to recover  
16 compensation for all hours worked but not paid by Defendants for the three (3) years preceding  
17 the filing of this Complaint.

18 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in  
19 an amount according to proof at time of trial, but not in an amount in excess of the jurisdiction  
20 of this Court.

21 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
22 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
23 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
24 reasonable attorney's fees and costs of suit.  
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1 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
2 along with any allowable interest, penalties, attorney's fees, and costs which will equal an  
3 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES/PREVAILING WAGES**

6 **(California Labor Code Sections 1771, 1774, 1194, 1194.2, 1197)**

7 **(Plaintiff against All Named Defendants and all DOE defendants)**

8  
9 26. Plaintiff re-alleges and incorporates by reference each and every allegation in  
10 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

11 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
12 to suffer or permit a California employee to work without paying wages at the minimum wage  
13 rate for all hours worked as required by the applicable Industrial Welfare Commission  
14 (hereinafter "IWC") Wage order no. 16-2001, codified at California Code of Regulations, Title  
15 8, Section 11160, subdivision 4. Defendants were subject to the minimum wage requirements  
16 of the State of California pursuant to Labor Code § 1194 and prevailing wage laws of the State  
17 of California. Pursuant to Labor Code § 1194 defendants had a duty to pay their employees,  
18 including Plaintiff, not less than the minimum required hourly rate of pay and legal overtime  
19 wage.

20 28. At all times mentioned herein, Defendants were subject to the prevailing wage laws of  
21 the State of California pursuant to Labor Code §§ 1771, regarding work undertaken on public  
22 construction projects, including work undertaken on the projects listed above. Pursuant to  
23 Labor Code §§ 1771, Defendants had a duty to pay their employees on such projects, including  
24 Plaintiff, not less than the general prevailing rate of per diem wages for work of a similar  
25 character in the locality in which the public work is performed, and not less than the general  
26 prevailing rate of per diem wages for holiday and overtime work.

27 29. At all times mentioned herein, Defendants were subject to the prevailing wage laws of  
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1 the State of California pursuant to Labor Code §§ 1774, regarding work undertaken on public  
2 construction projects. Pursuant to Labor Code §§ 1774, Defendants had a duty to pay their  
3 employees on such projects, including Plaintiff, not less than the specific prevailing rates of  
4 wages to all workmen employed in the execution of the contract of the projects as described  
5 above.

6 30. Plaintiff is informed and believes and based thereon contends that the per diem wages  
7 and prevailing wages required to be paid pursuant to Labor Code §§ 1194, 1771 and 1774 are  
8 set forth in annual and semi-annual bulletins published by the California Department of  
9 Industrial Relations.

10 31. Plaintiff's employment periods, hours worked, and trade classifications are based on  
11 individual employment as described above and as will be proved at trial.

12 32. Plaintiff is informed and believes and based thereon contends that Plaintiff was paid  
13 less than the minimum required general prevailing rate of per diem wages for work and less  
14 than the minimum required prevailing rate of per diem wages for holiday and overtime work  
15 for his work on the projects as described above, as required by Labor Code §§ 1194, 1771 and  
16 1774.

17 33. Plaintiff is informed and believes and based thereon contends that said Defendants, and  
18 each of them, violated Labor Code §§ 1194, 1194.2, 1771 and 1774, specifically by failing and  
19 refusing to comply with the statutory duty to pay Plaintiffs' prevailing wages as required by the  
20 contracts and by statute, or ensure that Plaintiff was paid prevailing wages as required by the  
21 contracts and by statute.

22 34. The failure to pay the prevailing wage, which is a minimum wage, subjects Defendants  
23 to an assessment of the unpaid wage difference pursuant to Labor Code § 1194.2. As a result of  
24 Defendants' violation of statutory duties, as more fully set forth above, Plaintiff earned but was  
25 not paid wages in an amount above the jurisdictional limits of this court.

26 35. Plaintiff seeks as earned wages the difference between the amount actually paid and the  
27 prevailing wage rate as determined by the Director of Industrial Relations. Plaintiff's audits  
28 and investigations are continuing, however, the amounts claimed are above the jurisdictional

1 minimum requirements of this court. Plaintiffs will seek leave of court to amend this  
2 Complaint according to proof at the time of trial.

3 36. Plaintiff is entitled to and therefore requests an award of pre-judgment interest on the  
4 unpaid wages set forth herein. Plaintiff also seeks and is entitled to an assessment of the unpaid  
5 minimum wage under Labor Code § 1194.2.

6 37. Plaintiff has incurred, and will continue to incur, attorneys' fees in the prosecution of  
7 this action and therefore demand such reasonable attorneys' fees and costs as set by the court.

8 38. Plaintiff was, at all relevant times, under the control of Defendants and suffered or  
9 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately  
10 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants  
11 to believe that their acts or omissions were not contrary to California law.

12 38. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
13 along with any allowable interest, penalties, attorney's fees, and costs in an amount to be  
14 proven at trial.

15  
16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME**

18 **(California Industrial Welfare Commission Order 16-2001, California Code of**  
19 **Regulations Title 8 Section 11160)**

20 **(Plaintiff against All Named Defendants and all DOE defendants)**

21 39. Plaintiff re-alleges and incorporates by reference each and every allegation in  
22 paragraphs 1 through 38, inclusive, of this Complaint as though fully set forth herein.

23 40. Pursuant to Industrial Welfare Commission Order No. 16-2001, California  
24 Code of Regulations, Title 8, Section 11160, for the period of Plaintiff's employment,  
25 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one  
26 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day  
27 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in  
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1 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh  
2 consecutive work day in a week.

3 41. Plaintiff was a non-exempt employee entitled to the protections of the California  
4 Industrial Welfare Commission Order No. 16-2001, California Code of Regulations,  
5 Title 8, Section 11160.

6 42. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a  
7 single workweek on numerous occasions.

8 43. Plaintiff worked more than twelve (12) hours in a single workday.

9 44. Plaintiff was entitled to the above overtime premiums.

10 45. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
11 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.

12 46. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
13 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.

14 47. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct  
15 regular rate of pay for hours worked past twelve (12) in a day.

16 48. Plaintiff worked at least one pay period in which he was not properly paid the correct  
17 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

18 49. Defendants know or should know the actual dates of overtime worked, the amount of  
19 overtime worked, and the amount of unpaid overtime due.

20 50. As a proximate result of Defendants' violations, Plaintiff has been damaged in an  
21 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
22 Court.

23 51. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
24 Regulations, Title 8, Section 11160, Plaintiff is entitled to recover damages for the  
25 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
26 reasonable attorney's fees and costs of suit.  
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1  
2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(California Labor Code Section 226)**

5 **(Against All Named Defendants and all DOE Defendants)**

6 52. Plaintiff re-alleges and incorporates by reference each and every allegation in  
7 paragraphs 1 through 51, inclusive, of this Complaint as though fully set forth herein.

8 53. Labor Code section 226(a) requires employers provide employees with itemized wage  
9 statements.

10 54. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked  
11 and the applicable hourly rates.

12 55. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable  
13 hourly rates in effect during the pay period and the corresponding number of hours worked at  
14 each hourly rate.

15 56. Pursuant to California Labor Code Section 226, every employer must furnish each  
16 employee an itemized statement of wages and deductions at the time of payment of wages.

17 57. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs  
18 that accurately reflected all information required by Labor Code Section 226, including but not  
19 limited to, gross wages earned, net wages earned, total hours worked by the employee, all  
20 deductions, overtime hours and pay, premium pay for rest break and meal break violations,  
21 business expense reimbursement, the correct start and end of the pay period, the correct name  
22 and address of the legal employer, the correct identifying information for the employee, the  
23 correct start and end of the pay period, among others. Therefore, Defendants failed to maintain  
24 and provide accurate itemized wage statements to Plaintiff in accordance with California Labor  
25 Code Section 226(a).

26 58. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the  
27 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
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1 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
2 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
3 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to  
4 the 1-year period immediately preceding the date this lawsuit was filed.

5 59. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has  
6 sustained damages, including loss of earnings, in an amount to be established at trial. As a  
7 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
8 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs  
9 and attorney's fees pursuant to statute.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

12 **(California Labor Code Section 204)**

13 **(Plaintiff against All Named Defendants all DOE defendants)**

14  
15 60. Plaintiff re-alleges and incorporates by reference each and every allegation in  
16 paragraphs 1 through 59, inclusive, of this Complaint as thought fully set forth herein.

17 61. California Labor Code Section 204 establishes the fundamental right of all employees  
18 in the State of California to be paid wages in a timely fashion for their work.

19 62. At all times relevant during the liability period, Defendants failed to pay Plaintiff the  
20 full amount of all owed wages when due as required by California Labor Code Section 204.

21 63. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is  
22 informed, believes, and thereon alleges, that all times relevant during the liability period,  
23 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all  
24 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating  
25 Plaintiff with premium pay for missed rest and meal breaks.

26 64. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an  
27 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise  
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1 amount of unpaid wages is not presently known to Plaintiff but can be determined directly  
2 from Defendants' records or indirectly based on information from Defendants' records.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

5 **(Plaintiff against all named Defendants and all DOE defendants)**

6 65. Plaintiff re-alleges and incorporates by reference each and every allegation in  
7 paragraphs 1 through 64, inclusive, of this Complaint as though fully set forth herein.

8 66. Pursuant to California Labor Code Section 201(a), an employer who discharges an  
9 employee must immediately pay for all compensation due and owing.

10 67. Pursuant to California Labor Code Section 202, when an employee resigns, the  
11 employer must pay all compensation due and owing within 72 hours of resignation, or on the  
12 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

13 68. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,  
14 without abatement or reduction, any wages of an employee whose employment ends, the wages  
15 of the employee shall continue as a penalty from the due date at the same rate until paid or until  
16 an action is commenced; however, the wages shall not continue for more than 30 days for  
17 failure to pay an employee owed wages.

18 69. After Plaintiff's employment with Defendants ended, Defendants willfully refused and  
19 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

20 70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
22 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately  
23 preceding the filing of this lawsuit.

24 71. Under this cause of action, Plaintiff also prays for attorney's fees and costs under  
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1 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set  
2 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

3 72. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
5 trial.

6 **SEVENTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTION 558**

8 **(California Labor Code Section 558)**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10  
11 73. Plaintiff re-alleges and incorporates by reference each and every allegation in  
12 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

13 74. California Labor Code Section 558 states that any person acting on behalf of an  
14 employer who violates, or causes to be violated, a section of this chapter or any provision  
15 regulating hours and days of work in any order of the Industrial Welfare Commission shall be  
16 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid  
17 employee for each pay period for which the employee was underpaid in addition to an amount  
18 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one  
19 hundred dollars (\$100) for each underpaid employee for each pay period for which the  
20 employee was underpaid in addition to an amount sufficient to recover underpaid wages.  
21 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was  
22 filed.  
23

24  
25 75. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,  
26 Defendants are subject to civil penalties under the following laws:

27 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular,  
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1 including prevailing wage and overtime wages for overtime hours worked. As  
2 such, Defendants violated Section 558 under which penalties are due. Plaintiff  
3 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each  
4 subsequent violation for each pay period for which Plaintiff was underpaid in  
5 addition to an amount sufficient to recover underpaid wages.

6 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for  
7 relief associated with Plaintiff's prosecution of this cause of action under California  
8 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not  
9 paying Plaintiff for his overtime hours worked and for all hours worked.  
10

11 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's  
12 fees for relief associated with Plaintiff's prosecution of this cause of action under  
13 California Labor Code Sections 200, et seq.

14 76. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under  
15 the statutes, regulations, and wage orders alleged in this cause of action along with any  
16 allowable interest, penalties, attorney's fees, and costs according to proof at trial.  
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18 77. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs on  
19 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.  
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## 21 **EIGHTH CAUSE OF ACTION**

### 22 **FAILURE TO GIVE REST BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 78. Plaintiff re-alleges and incorporates by reference each and every allegation in  
25 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

26 79. Plaintiff brings this cause of action under the following laws, for the following reasons:

27 a. Title 8 of the California Code of Regulations Section 11160(11)(A), which  
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1 provides that every employer shall authorize and permit all employees to take  
2 rest periods, which insofar as practicable shall be in the middle of each work  
3 period. The authorized rest period time shall be based on the total hours worked  
4 daily at the rate of ten (10) minutes net rest time per four (4) hours or major  
5 fraction thereof;

6 b. Title 8 of the California Code of Regulations Section 11160(11)(B), which  
7 provides that if an employer fails to provide an employee a rest period in  
8 accordance with the applicable provisions of this order, the employer shall pay  
9 the employee one (1) hour of pay at employee's regular rate of compensation  
10 for each workday that the rest period is not provided;

11 c. Title 8 of the California Code of Regulations section 11160(18)(A), which  
12 penalizes the employer \$50.00 for each initial violation, per employee, of any  
13 provision of the Wage Order, and \$100.00 for each additional violation  
14 thereafter per employee; and

15 d. California Labor Code Section 226.7, which states that (a) no employer shall  
16 require any employee to work during any rest period mandated by an applicable  
17 order of the IWC, and (b) if an employer fails to provide an employee a rest  
18 period in accordance with an applicable order of the IWC, the employer shall  
19 pay the employee one (1) additional hour of pay at employee's regular rate of  
20 compensation for each work day that the rest period is not provided.

21  
22  
23 80. Plaintiff alleges that he was not authorized and permitted to take a ten (1) minute rest  
24 break after every four (4) hours of work or major fraction thereof, as required by California  
25 Law.  
26

27 81. Under this cause of action, Plaintiff prays for wages due to him under the statutes,  
28

1 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
2 penalties, attorney's fees and costs, and in an amount to be proven at trial. Specifically,  
3 Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the  
4 filing of this lawsuit.

5 82. Plaintiff also prays for Labor Code Section 218.5 recovery of costs and attorney's fees  
6 as well as interest under Labor Code Section 218.6.

### 7 **NINTH CAUSE OF ACTION**

#### 8 **FAILURE TO GIVE MEAL BREAKS**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 83. Plaintiff re-alleges and incorporates by reference each and every allegation in  
11 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

12 84. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 13
- 14 a. California Labor Code section 512(a), which requires that employees be given a  
15 30-minute uninterrupted meal break after five (5) hours of work, and a second  
16 uninterrupted meal break after ten (10) hours of work;  
17
- 18 b. California Labor Code section 226.7, which states that (a) no employer shall  
19 require any employee to work during any meal period mandated by an  
20 applicable order of the Industrial Welfare Commission, and (b) if any employer  
21 fails to provide an employee a meal period in accordance with an applicable  
22 order of the Industrial Welfare Commission, the employer shall pay the  
23 employee one (1) additional hour of pay at the employee's regular rate of  
24 compensation for each workday that the meal period is not provided;  
25
- 26 c. California Industrial Welfare Commission Order 16 section 10(B), as codified  
27 under Title 8 of the California Code of Regulations Section 11160, which state  
28

1 that if an employer fails to provide an employee a meal period in accordance  
2 with the applicable provisions of the Wage Order, the employer shall pay the  
3 employee one (1) hour of pay at the employee's regular rate of compensation  
4 for each workday that the meal period is not provided;

- 5 d. California Industrial Welfare Commission Wage Order No. 16 Section 6(A)(3),  
6 as codified under Title 8 of the California Code of Regulations Section 11160,  
7 which require an employer to maintain records documenting its employees'  
8 meal periods;  
9  
10 e. California Industrial Welfare Commission wage order No. 16 Section 18(A), as  
11 codified under California Code of Regulations Section 11160, which penalizes  
12 the employer \$50.00 for each initial violation, per employee, of any provision of  
13 the Wage Order, and \$100.00 for each additional violation thereafter per  
14 employee; and  
15  
16 f. California Labor Code section 1171 and 1173, which have given the California  
17 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no.  
18 16) as enforceable law.

19 85. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks  
20 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to  
21 take a second relieved meal break after ten (10) hours of work, as required by California law.  
22 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.  
23 16, as codified under California Code of Regulations Sections 11160 et. seq., require that  
24 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and  
25 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work  
26 duty. California Labor Code section 226.7 provides that employers may not require their  
27  
28

1 employees to work through their meal periods. California Labor Code section 226.7 and  
2 California Code of Regulations section 11160 require that if the employer fails to provide the  
3 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour  
4 of pay for each work day that the meal period is not given.

5 86. Under this cause of action, Plaintiff prays for wages due to him under the statutes,  
6 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
7 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for  
8 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.  
9

10 87. Plaintiff also prays for Labor Code Section 218.5 recovery of costs and attorney's fees  
11 as well as interest under Labor Code Section 218.6

12 88. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
14 trial.

15 **TENTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

17 **(California Labor Code Section 1174(d))**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19  
20 89. Plaintiff re-alleges and incorporates by reference each and every allegation in  
21 paragraphs 1 through 88, inclusive, of this Complaint as though fully set forth herein.

22 90. Labor Code section 1174(d) requires that employers, including Defendants, maintain  
23 accurate records showing the hours worked daily by its employees and to whom wages were  
24 paid.

25 91. Additionally, the "Records" section of the applicable IWC Wage Order obligates the  
26 employer, including Defendants, to keep accurate information with respect to each one of their  
27 employees including, but not limited to, the total wages paid each payroll period, and time  
28

1 records showing when the employee begins and ends each work period, meal periods, split  
2 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and  
3 the applicable rates of pay.

4 92. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails  
5 to maintain accurate and complete records required by Labor Code section 1174(d) is subject  
6 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate  
7 records regarding Plaintiff's, including the applicable rates of pay and total wages earned for  
8 the payroll period.

9 93. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and  
10 continue to suffer substantial losses related to Defendants' failure to record and maintain  
11 records of meal periods and time records/rates of pay.

12 94. Plaintiff seeks all available remedies for Defendants' violations including, but not  
13 limited to penalties, and costs to the extent permitted by law.

#### 14 **ELEVENTH CAUSE OF ACTION**

##### 15 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 95. Plaintiff re-alleges and incorporates by reference each and every allegation in  
18 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

19 96. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her  
20 employee for all necessary expenditures or losses incurred by the employee in direct  
21 consequence of the discharge of his or her duties."

22 97. Beginning at least 3 years prior to the filing of this complaint, in order to discharge  
23 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course  
24 of completing his job duties, which were not reimbursed by Defendants. These expenses  
25 include, but are not limited to, use of personal cell phones for business-related  
26 purposes and protective safety equipment/tools, which were not provided by the employer  
27 (including goggles, gloves, earplugs).  
28

1 98. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest  
2 and attorney's fees and costs, under Labor Code section 2802.

3 **TWELFTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **Individual and Representative Claim for PAGA penalties under California Labor Code**  
6 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**  
7 **1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802, 3700.5)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 99. Plaintiff re-alleges and incorporates by reference each and every allegation in  
10 paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

11 100. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
12 Defendants of the specific violations of the California Labor Code that Defendants and DOE  
13 defendants have violated and continue to violate.

14 101. Pursuant to California Labor code section 2699.3, no response was received from the  
15 LWDA within 65 days of the postmark date of the above-alleged letter.

16 102. Plaintiff therefore has exhausted all administrative remedies required of him under  
17 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
18 cause of action and pursue penalties in a representative action for Defendants' violations of the  
19 Labor Code.

20 103. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
21 that 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 violation of the code  
23 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
24 on behalf of himself or herself and other current or former employees pursuant to the  
25 procedures specified in California Labor Code section 2699.3.

26 104. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged  
27 violator and had one or more of the alleged violations committed against him, and therefore is  
28

1 properly suited to represent the interests of other current and former hourly, non-exempt  
2 employees who worked for Defendants in the State of California during the applicable PAGA  
3 period.

4 105. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks  
5 penalties under California Labor Code sections 2698 and 2699 because of Defendants'  
6 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

7 106. Plaintiff therefore has exhausted all administrative remedies required of him under  
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
9 cause of action and pursue penalties in a representative action for Defendants' violations of the  
10 Labor Code.

11 107. California Labor Code section 2699 et seq. imposes penalties upon culpable  
12 Defendants for violating the Labor Code.

13 108. California Labor Code section 558 establishes a civil penalty as follows: Any  
14 employer or other person action on behalf of an employer who violates, or causes to be  
15 violated, a section of this chapter or any provision regulating hours and days of work in any  
16 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section  
17 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
19 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
20 employee for each pay period for which the employee was underpaid...

21 109. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by  
22 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
23 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved  
24 employees in this specific cause of action under the Private Attorneys General Act.

25 110. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
26 the following:

27 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,  
28

226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198,  
2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare  
Commission Wage Order (Wage Order No. 16 and others) violated based on the facts  
alleged in this Complaint.

111. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,  
costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved  
employees as alleged herein in an amount to be shown according to proof at trial and within the  
jurisdictional limits of this Court.

### **THIRTEENTH CAUSE OF ACTION**

#### **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

**(Plaintiff against corporate Defendant Greenscape Maintenance Services Inc. and all  
DOE defendants)**

112. Plaintiff re-alleges and incorporates by reference each and every allegation in  
paragraphs 1 through 111, inclusive, of this Complaint as thought fully set forth herein.

113. Defendants, and each of them, terminated Plaintiff's employment in violation of  
important and well-established public policies, which are set forth, for example, in the  
California Labor Code, and specifically, Labor Code Sections 98.6 and 1102.5, which protect  
employees from being retaliated against due to complaining to their employer regarding wage  
and hour violations that are being committed.

114. As a direct and proximate result of the conduct of Defendants, and each of them,  
Plaintiff has suffered special damages and general damages in an amount to be proven at trial.

115. The above-recited actions of Defendants, and each of them, were done with malice,  
fraud, oppression, and in reckless disregard of Plaintiff's rights. Accordingly, Plaintiff is  
entitled to an award of punitive damages.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

3 **(California Labor Code section 98.6)**

4 **(Plaintiff against Corporate Defendant Greenscape Maintenance Services Inc. and DOE**  
5 **Defendants, and each of them)**

6 116. Plaintiff re-alleges and incorporates by reference each and every allegation in  
7 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

8 117. California Labor Code section 98.6 provides, in pertinent part, as follows:

9 “A person shall not discharge an employee or in any manner discriminate, retaliate, or  
10 take any adverse action against any employee or applicant for employment because the  
11 employee or applicant engaged in any conduct delineated in this chapter...or because  
12 the employee or applicant...made a written or oral complaint that he or she is owed  
unpaid wages...

13 118. In doing the things herein alleged, Defendants violated Labor Code section 98.6 in  
14 that they retaliated against Plaintiff for complaining about his wages and about the labor code  
15 violations that were being committed by Defendants, including Plaintiff filing a PAGA notice  
16 with the California Labor and Workforce Development Agency, which was received by  
17 Defendant prior to Plaintiff’s termination.

18 119. As a direct and proximate result of the aforementioned acts and omissions of  
19 Defendants, Plaintiff suffered general and compensatory damages, including but not  
20 limited to, loss of income (past and future), loss of employment benefits (past and future),  
21 general and compensatory damages (past and future), mental pain and anguish and emotional  
22 distress (past and future), and will continue to suffer in the future, in an amount to be proved at  
23 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is  
24 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each  
25 violation of this section.

26 120. The foregoing conduct engaged in by Defendants and each of its directors,  
27  
28

1 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,  
2 ratified, and carried on with a conscious and willful disregard of their workers' right to work in  
3 an environment free of retaliation, so as to justify the imposition of punitive damages to punish  
4 and set an example of said Defendants.

5 **FIFTEENTH CAUSE OF ACTION**

6 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

7 **(Plaintiff against Corporate Defendant Greenscape Maintenance Services Inc. and DOE**  
8 **Defendants, and each of them)**

9 121. Plaintiff re-alleges and incorporates by reference each and every allegation in  
10 paragraphs 1 through 120, inclusive, of this Complaint as though fully set forth herein.

11 122. At all times material to this Complaint, California Labor Code § 1102.5 was in effect  
12 and binding on Defendants. This section requires Defendant to refrain from retaliating against  
13 an employee for refusing to participate in an activity that he/she reasonably believes would  
14 result in a violation of state or federal statute, or a violation or noncompliance with a state or  
15 federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to  
16 refrain from retaliating against an employee for disclosing information to a person with  
17 authority over the employee if the employee has reasonable cause to believe that the  
18 information discloses a violation of state or federal statute, or a violation of or noncompliance  
19 with a local, state, or federal rule or regulation, regardless of whether disclosing the  
20 information is part of the employee's job duties.

21 123. As discussed fully above, Plaintiff complained to Defendants about the company's  
22 illegal conduct and the labor code violations being committed against Plaintiff, including filing  
23 a PAGA notice, which was received by Defendants. Moreover, Plaintiff consistently  
24 complained to his foreman, Jose, regarding safety violations at the workplace (OSHA  
25 violations), including the employees not having vests and the absence of cones on the street  
26  
27  
28

1 when the employees were working.

2 124. Defendants retaliated against Plaintiff for his whistleblowing, as alleged above,  
3 all in violation of Labor Code § 1102.5.

4 125. As a direct and proximate result of the aforementioned acts and omissions of  
5 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,  
6 loss of income (past and future), loss of employment benefits (past and future), general and  
7 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
8 and future), and will continue to suffer in the future, in an amount to be proved at trial.

9  
10 126. Plaintiff requests all available relief under Labor Code § 1102.5 including damages  
11 and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.

12 **SIXTEENTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

14 **(Plaintiff against all Named Defendants and all DOE defendants)**

15 127. Plaintiff re-alleges and incorporates by reference each and every allegation in  
16 paragraphs 1 through 126, inclusive, of this Complaint as though fully set forth herein.

17 128. By virtue of this foregoing statutes, regulations, and laws, the acts of Defendants  
18 constitutes unfair and unlawful business practices under California Business and Professions  
19 Code Section 17200, et seq.  
20

21 129. Defendant's violations of California labor laws constitutes a business practice because  
22 it was done repeatedly over a significant period of time in a systematic manner that was  
23 detrimental to Plaintiff and other similarly situated aggrieved employees.

24 130. For the four (4) years preceding the filing of this action, Plaintiff has suffered damages  
25 and requests damages and/or restitution of all monies and profits to be disgorged from  
26 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of  
27 this Court.  
28

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as follows:

1. For compensatory damages including lost wages, and all other sums of money, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For general damages according to proof;
4. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount according to proof;
5. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
6. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
8. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA notice;
9. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
10. For the imposition of civil penalties and/or statutory penalties;
11. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and other provisions of the Labor Code,

including Labor Code Sections 98.6 and 1102.5;

12. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

13. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

14. For the imposition of punitive damages against DEFENDANTS according to proof in an amount appropriate to punish Defendants, and each of them, and deter others from engaging in similar misconduct;

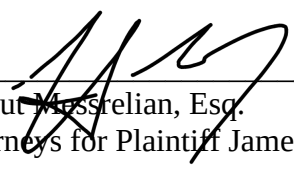
15. Costs and expenses of suit incurred herein;

16. For all interest as allowed by law;

17. For such other and further relief as the Court deems just and proper.

DATED: July 12, 2021

**MESSRELIAN LAW INC.**

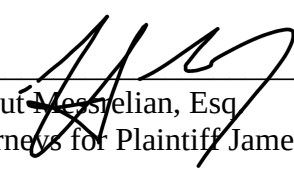
By   
Harout Messrelian, Esq.  
Attorneys for Plaintiff James Adamson

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: July 12, 2021

**MESSRELIAN LAW INC.**

By   
Harout Messrelian, Esq.  
Attorneys for Plaintiff James Adamson