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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JASON DECK,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC.
 and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **21STCV47319**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO GIVE REST BREAKS;**
- 10) FAILURE TO GIVE MEAL BREAKS**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
- 14) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 15) FAILURE TO PROVIDE PERSONNEL FILE**
- 16) FAILURE TO PROVIDE PAY RECORDS;**

1) **17) VIOLATION OF CALIFORNIA**
2) **BUSINESS AND PROFESSIONS**
3) **CODE SECTION 17200.**

4) **DEMAND FOR JURY TRIAL**
5)
6)
7)
8)
9)
10)
11)

8 COMES NOW Plaintiff, JASON DECK (hereinafter "Plaintiff"), and alleges as
9 follows:
10

11 **PARTIES, JURISDICTION, VENUE**

12 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
13 County of Los Angeles in this judicial district because Defendants AVALONBAY
14 COMMUNITIES, INC. and DOES 1 to 25, inclusive, do business in the County of Los
15 Angeles and because Defendants' obligations and liabilities arise therein, and because the work
16 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.
17 Moreover, Plaintiff's damages sought herein exceed \$25,000.
18

19 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

20 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
21 AVALONBAY COMMUNITIES, INC. is and was a Maryland corporation, doing business in
22 Los Angeles County, California, and which employed Plaintiff. AVALONBAY
23 COMMUNITIES, INC. and DOES 1 to 25 are collectively referred to as "Defendants" or
24 "AVALONBAY".
25

26 ///

27 ///

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

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

15 **GENERAL ALLEGATIONS**

16 6. Plaintiff started working for AVALONBAY on or around June 2020 as a maintenance
17 technician. Plaintiff's employment ended on or around late June 2021. During his employment
18 tenure, Plaintiff was classified as an hourly, non-exempt employee and his latest hourly rate was
19 \$20.42 per hour.

20 7. It is Plaintiff's position that AVALONBAY has violated numerous Labor Code Sections
21 against Plaintiff and other similarly situated aggrieved employees.

22 8. Pursuant to California Industrial Welfare Commission Order No. 4/5-2001, Section 9(B),
23 "When tools or equipment are required by the employer or are necessary to the performance of
24 a job, such tools and equipment shall be provided and maintained by the employer, except that
25 an employee whose wages are at least two (2) times the minimum wage provided herein may be
26 required to provide and maintain hand tools and equipment customarily required by the trade or
27 craft." AVALONBAY unequivocally required its employees, including maintenance technicians
28

1 like Plaintiff, to provide their own hand tools for the performance of their job duties. As such,
2 AVALONBAY violated the aforementioned IWC Wage Order in that AVALONBAY required
3 its maintenance technicians, including Plaintiff, to provide and maintain hand tools and
4 equipment customarily required by the trade but did NOT compensate these employees at least
5 two (2) times the minimum wage.

6 9. In addition, AVALONBAY did not provide Plaintiff and other similarly situated
7 aggrieved employees with the minimum wages to which they were entitled for all work
8 performed and as such did not compensate Plaintiff and others for all hours worked at the
9 minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is
10 so because Plaintiff would often go on-site and would immediately be pulled into a work-related
11 duty before he had a chance to clock-in. This would cause Plaintiff to work “off the clock” and
12 without getting paid the minimum wage. In addition, and as will be discussed below, Plaintiff’s
13 statutory meal breaks were often interrupted, and he had to perform work-related duties while
14 on breaks (when he was actually able to get the breaks). Despite working during his breaks,
15 Plaintiff was not compensated for this time in violation of California’s minimum wage laws.
16 Moreover, the company had a policy of rounding down employee hours to the detriment of the
17 employees, which resulted in employees such as Plaintiff not being paid for all hours worked.

18 10. Based on the above allegations, including the “off the clock” work and rounding issues,
19 AVALONBAY also violated Labor Code §510 because it failed to pay Plaintiff and other
20 similarly situated aggrieved employees the correct amount of overtime, even though they worked
21 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
22 employment. Plaintiff’s and others’ actual work hours entitled them to overtime compensation,
23 however, AVALONBAY did not compensate Plaintiff and others with the correct amount of
24 overtime. Moreover, there were occasions wherein Plaintiff would work overtime and would tell
25 his manager, but it would not be documented even though Plaintiff had submitted the
26 information. As such, Plaintiff would not be paid for all overtime hours worked. Furthermore,
27 the company failed to include any bonus payments in calculating the regular rate of pay for
28 purposes of deciphering the overtime rate of pay of employees. Furthermore, since Plaintiff was

not properly paid twice the minimum wage rate, he was also not paid the correct overtime rate.

11. AVALONBAY also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order (i.e., Wage Order no. 4 or 5) because it failed to provide Plaintiff and others with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. AVALONBAY did not completely relieve Plaintiff and others of all duty during said rest periods. AVALONBAY did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy and culture for employees such as Plaintiff and others to take rest breaks, especially because of the workload as there were only 2 people in maintenance for a large residential community. Moreover, the new manager that came in around February 2020 or March 2020 did not do on-site work. The opportunity to take uninterrupted, statutory rest breaks was not available. As such, the culture and environment at AVALONBAY did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. It was the normal practice and custom of AVALONBAY not to authorize, permit, and enforce timely statutory rest periods. If Plaintiff was somehow able to get a few minutes at some point, it would often be interrupted by his manager. Essentially, there was no such thing as an uninterrupted, timely, 10-minute rest break wherein Plaintiff was relieved of all work duties.

12. AVALONBAY violated Labor Code §§ 512 and 226.7 along with Industrial Welfare Commission Wage Order no. 4/5 because it failed to provide Plaintiff and others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. AVALONBAY did not completely relieve Plaintiff and others of all duty during said meal periods. AVALONBAY did not pay to Plaintiff and others one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. There were numerous occasions wherein Plaintiff would not be able to get his timely meal break because the company would schedule appointments during that time or Plaintiff would be working on a work order that ran late. In addition, if Plaintiff was somehow

1 able to get a timely, statutory meal break, it would be interrupted by vendors who would come
2 to the property for deliveries. Plaintiff's manager would not pick up the phone or respond so
3 Plaintiff had to have his meal break interrupted to tend to the vendors. Plaintiff was also informed
4 by a co-worker that his timecards were being adjusted/corrected if he ever missed a meal break
5 due to a work obligation. Like the rest breaks, receiving a timely, thirty-minute uninterrupted
6 meal break was not part of the company culture and was not enforced by AVALONBAY,
7 especially due to the nature of work being performed. It was the normal practice and custom of
8 AVALONBAY not to authorize, permit, and enforce timely statutory meal periods.

9 13. Furthermore, during the relevant time period, AVALONBAY failed to pay Plaintiff and
10 others all wages due to them within any time period specified by California Labor Code section
11 204. AVALONBAY was also in violation of California Labor Code section 226(a), by failing to
12 include pertinent information on the wage statements, including but not limited to, the correct
13 name and address of the legal entity that employed Plaintiff, all hours worked (minimum wage
14 and overtime), gross wages earned, net wages earned, all applicable hourly rates (including twice
15 the minimum wage as discussed above), the correct start and end of the pay period, all identifying
16 information for the employee, premium pay for the missed meal and rest breaks, and business
17 expense reimbursement, among others. As such, AVALONBAY did not provide Plaintiff and
18 other similarly situated aggrieved employees with complete, accurate itemized wage statements.

19 14. During the relevant time period, AVALONBAY also failed to keep accurate and
20 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
21 and others pursuant to California Labor Code sections 1174(d).

22 15. AVALONBAY also violated Labor Code § 203 because it willfully failed to pay Plaintiff
23 and aggrieved employees earned and due wages upon separation of employment, either
24 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
25 unpaid wages include minimum wages (twice the minimum wage), overtime compensation,
26 premium pay for missed meal and rest breaks, and business expense reimbursement.

1 16. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
2 business-related expenses and costs that were not reimbursed by AVALONBAY. These costs
3 include, but are not limited to, use of personal cell phones for work purposes and the hand tools.
4 As far as Plaintiff's personal cell phone was concerned, the company decided it was a good idea
5 to give out his personal cell phone number to residents and vendors in addition to management
6 having his personal cell phone number. Consequently, Plaintiff would receive work-related
7 phone calls all day long, which could also constitute "off the clock" work. Plaintiff would also
8 have to make emergency runs to Home Depot to buy supplies and would pay for them out of his
9 own pocket (he would submit receipts for reimbursement, but they would be "lost") and would
10 also not get reimbursed for mileage. In addition, some of these purchases would be done on
11 Plaintiff's own time outside of work, however, Plaintiff was also not compensated for this time
12 in yet another violation of minimum wage laws. Plaintiff would tell his manager, Clarence
13 Turner, what supplies were needed but they would not get ordered so Plaintiff had to take the
14 initiative, to his personal detriment. Accordingly, AVALONBAY was in violation of California
15 Labor Code sections 2800 and 2802.

16 17. Furthermore, AVALONBAY violated the applicable Industrial Welfare Commission
17 Wage Order (Wage Order 4-2001/5-2001, Section 14(b)) in that there was no proper suitable
18 seating/break area for employees.

19 18. In addition, it is Plaintiff's position that Plaintiff has a personal cause of action for
20 retaliation under Labor Code Section 1102.5 and for wrongful termination in violation of public
21 policy.

22 19. Throughout his employment tenure and even right before his termination, Plaintiff
23 complained to management about numerous illegal things at the workplace.

24 20. These illegal actions included racial slurs and racial bias (against Mexican vendors),
25 missed meal breaks, unpaid overtime, injuries at work, dangerous work practices and conditions,
26 reporting falsified information by the company, potential fire hazards on site, a gas leak that was
27 not addressed by management, and the list goes on.
28

1 21. AVALONBAY was simply tired of Plaintiff complaining about illegal and unsafe
2 conduct at the workplace.

3 22. As such, AVALONBAY terminated Plaintiff in violation of public policy. Any proffered
4 reason for Plaintiff's termination is completely pretextual and will be proven as such.

5 **FIRST CAUSE OF ACTION**

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

7 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
8 **Regulations Title 8 Section 11040/11050, and California Labor Code Section 1198)**

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

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

12 24. At all times relevant herein, Defendants were required to compensate its employees for
13 all hours worked upon reporting for work at the appointed time stated by the employer
14 pursuant to Industrial Welfare Commission Order 4-2001/5-2001, California Code of
15 Regulations, Title 8, Section 11040/11050.

16 25. For the three (3) years preceding filing of this action, Defendants failed to compensate
17 Plaintiff for all hours worked.

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

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

24 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
25 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
26 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
27
28

reasonable attorney's fees and costs of suit.

29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

30. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001/5-2001, codified at California Code of Regulations, Title 8, Section 11040/11050, subdivision 4.

32. Pursuant to IWC Wage Order no. 4-2001/5-2001, subdivision 2(K)/(H), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

33. During his employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately

1 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
2 to believe that their acts or omissions were not contrary to California law.

3 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage
4 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
5 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
6 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
7 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **(California Industrial Welfare Commission Order 4-2001/5-2001, California Code of**
14 **Regulations Title 8 Section 11040/11050; California Labor Code Section 510)**
15 **(Plaintiff against all named defendants and all DOE defendants)**

16 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

18 38. Pursuant to Industrial Welfare Commission Order No. 4-2001/5-2001, Cal. Code of
19 Regs., Title 8, Section 11040/11050, for the period of Plaintiff's employment, Defendants were
20 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
21 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
22 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
23 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
24 week.

25 39. Plaintiff was a non-exempt employee entitled to the protections of the California
26 Industrial Welfare Commission Order No. 4-2001/5-2001, California Code of Regulations,
27 Title 8, Section 11040/11050.
28

1 40. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
2 single workday or forty (40) hours in a single workweek on numerous occasions.

3 41. Plaintiff was entitled to the above overtime premiums.

4 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
5 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
6 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
7 twelve (12) in a day.

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

10 44. Plaintiff worked at least one pay period in which he was not properly paid overtime
11 within the three (3) years prior to the initiation of this lawsuit.

12 45. Defendants know or should know the actual dates of overtime worked, the amount of
13 overtime worked, and the amount of unpaid overtime due.

14 46. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
15 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
16 Court.

17 47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
18 Regulations, Title 8, Sections 11040/11050, Plaintiff is entitled to recover damages for the
19 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
20 reasonable attorney's fees and costs of suit.

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

24
25 **FOURTH CAUSE OF ACTION**

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

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

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

1 49. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 48, inclusive, of this Complaint as though fully set forth herein.

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

5 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
6 accurately reflected all information required by Labor Code Section 226, including but not
7 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
8 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
9 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
10 statements to Plaintiff in accordance with California Labor Code Section 226(a).

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

17 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
18 sustained damages, including loss of earnings, in an amount to be established at trial. As a
19 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
20 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
21 and attorney's fees pursuant to statute.

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

25 **FIFTH CAUSE OF ACTION**

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

27 **(California Labor Code Sections 201, 203)**

(Plaintiff against all named defendants and all DOE defendants)

55. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

60. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

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

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

63. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 558

(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

69. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

70. California Labor Code Section 558 states that any person acting on behalf of an

1 employer who violates, or causes to be violated, a section of this chapter or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
3 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
4 employee for each pay period for which the employee was underpaid in addition to an amount
5 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
6 hundred dollars (\$100) for each underpaid employee for each pay period for which the
7 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
8 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
9 filed.

10 71. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
11 Defendants are subject to civil penalties under the following laws:

- 12 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
13 wages, including minimum wages, and overtime wages for overtime hours worked.
14 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
15 such, Defendants violated Section 558 under which penalties are due. Plaintiff
16 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
17 subsequent violation for each pay period for which Plaintiff was underpaid in
18 addition to an amount sufficient to recover underpaid wages.
19
- 20 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
21 relief associated with Plaintiff's prosecution of this cause of action under California
22 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
23 paying Plaintiff for his overtime hours worked and for all hours worked (including
24 the minimum wage).
25
- 26 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
27 fees for relief associated with Plaintiff's prosecution of this cause of action under
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California Labor Code Sections 200, et seq.

72. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

73. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

EIGHTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

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

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

76. Additionally, the "Records" section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals; the total daily hours worked; the total hours worked in the payroll period, and the applicable rates of pay.

77. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff's total daily hours, the total hours worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll period.

78. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and

continues to suffer substantial losses related to Defendants' failure to record and maintain records of meal and rest periods as well as time records.

79. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

80. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

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

- a. Title 8 of the California Code of Regulations Sections 11040/11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11040/11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040/11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

1 d. California Labor Code section 226.7, which states that (a) no employer shall require
2 any employee to work during any rest period mandated by an applicable order of
3 the Industrial Welfare Commission, and (b) if an employer fails to provide an
4 employee a rest period in accordance with an applicable order of the Industrial
5 Welfare Commission, the employer shall pay the employee one (1) additional hour
6 of pay at employee's regular rate of compensation for each work day that the rest
7 period is not provided.
8

9 82. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
10 break after every four (4) hours of work or major fraction thereof, as required by California
11 law.

12 83. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
13 regulations, and wage orders alleged in this cause of action along with any allowable interest,
14 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
15 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
16

17 84. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
18 fees as well as interest under Labor Code section 218.6.

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

22 **TENTH CAUSE OF ACTION**

23 **FAILURE TO GIVE MEAL BREAKS**

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

25 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.

27 87. Plaintiff brings this cause of action under the following laws, for the following reasons:
28

- 1 a. California Labor Code section 512(a), which requires that employees be given a 30-
2 minute uninterrupted meal break after five (5) hours of work, and a second
3 uninterrupted meal break after ten (10) hours of work;
- 4 b. California Labor Code section 226.7, which states that (a) no employer shall require
5 any employee to work during any meal period mandated by an applicable order of
6 the Industrial Welfare Commission, and (b) if any employer fails to provide an
7 employee a meal period in accordance with an applicable order of the Industrial
8 Welfare Commission, the employer shall pay the employee one (1) additional hour
9 of pay at the employee's regular rate of compensation for each workday that the
10 meal period is not provided;
- 11 c. California Industrial Welfare Commission Order No. 4/5 section 11(B), as codified
12 under Title 8 of the California Code of Regulations Section 11040/11050, which
13 states that if an employer fails to provide an employee a meal period in accordance
14 with the applicable provisions of the Wage Order, the employer shall pay the
15 employee one (1) hour of pay at the employee's regular rate of compensation for
16 each workday that the meal period is not provided;
- 17 d. California Industrial Welfare Commission Wage Order No. 4/5 Section 7(A)(3), as
18 codified under Title 8 of the California Code of Regulations Section 11040/11050,
19 which requires an employer to maintain records documenting its employees' meal
20 periods;
- 21 e. California Industrial Welfare Commission wage order No. 4/5 Section 20(A), as
22 codified under California Code of Regulations Section 11040/11050, which
23 penalizes the employer \$50.00 for each initial violation, per employee, of any
24 provision of the Wage Order, and \$100.00 for each additional violation thereafter
25
26
27
28

per employee; and

- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4 and 5) as enforceable law.

88. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4/5, as codified under California Code of Regulations Sections 11040/11050 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040/11050 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

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

90. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

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

ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Individual and Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802 and Wage Order no. 4/5 section 14(b)

(Against all Named Defendants and all DOE Defendants)

92. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

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

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

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

96. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

97. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for AVALONBAY at any of their California locations during the

relevant PAGA period.

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

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

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

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

102. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

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

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802 via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4/5) violated on the facts alleged in this Complaint, including section 14b.

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

5
6 **TWELFTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

8 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

9 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 104, inclusive, of this Complaint as thought fully set forth herein.

11 106. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties.”

14 107. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
15 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
16 of completing his job duties, which were not reimbursed by Defendant. These expenses
17 include, but are not limited to, These costs include, but are not limited to, use of personal cell
18 phones for work purposes and the hand tools. As far as Plaintiff’s personal cell phone was
19 concerned, the company decided it was a good idea to give out his personal cell phone number
20 to residents and vendors in addition to management having his personal cell phone number.
21 Consequently, Plaintiff would receive work-related phone calls all day long, which could also
22 constitute “off the clock” work. Plaintiff would also have to make emergency runs to Home
23 Depot to buy supplies and would pay for them out of his own pocket (he would submit receipts
24 for reimbursement, but they would be “lost”) and would also not get reimbursed for mileage.

25 108. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
26 and attorney’s fees and costs, under Labor Code section 2802.

27 ///

THIRTEENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5

(Plaintiff against All Named Defendants and DOE Defendants, and each of them)

109. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

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

111. As discussed fully above, Plaintiff complained to Defendants about the company's illegal conduct and the labor code violations being committed against Plaintiff.

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

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

1 114. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
2 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

3 **FOURTEENTH CAUSE OF ACTION**

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

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

6 115. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.

8 116. At all times during her employment with Defendants, Plaintiff performed his
9 duties with the utmost diligence and competence.

10 117. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
11 actions to treat him differently, harass him, and ultimately terminate him from his employment
12 as alleged herein, was motivated by Plaintiff's whistleblowing and complaints about illegal
13 activity at the workplace as well as wage and hour violations being committed against Plaintiff.
14 Defendants intentionally created the aforementioned retaliation, thereby not giving Plaintiff an
15 opportunity to work in an environment free of retaliation.

16 118. The employment of Plaintiff was wrongfully terminated in late June 2021
17 in violation of the fundamental public policy of the State of California with respect to
18 retaliating against an employee on account of his whistleblowing. Moreover, Plaintiff was
19 forced to hire an attorney to assist him to end these illegal activities. Said conduct violated
20 statutory and constitutional expressions of public policy including, the California Labor Code,
21 section 1102.5, and the California Constitution, Article 1 section 8.

22 119. As set forth above, said actions by Defendants were wrongful and in violation of the
23 fundamental principles of the public policy of the State of California as reflected in its laws,
24 objectives and policies. Said statutes and constitutional expressions of public policy include,
25 but are not limited to, California Labor Code and the California Constitution, Article 1 section
26 8. These laws inure to the benefit of the public at large, and not just the private interests of the
27 employers and employees whom they govern or protect.
28

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

7 121. The foregoing conduct engaged in by Defendants and each of their directors, officers
8 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
9 and carried on with a conscious and willful disregard of their workers' right to work in an
10 environment free of retaliation due to whistleblowing, so as to justify the imposition of
11 punitive damages to punish and set an example of said Defendants.
12

13 **FIFTEENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE PERSONNEL FILE**

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

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

18 123. Labor Code section 1198.5 dictates "every current and former employee, or his or her
19 representative, has the right to inspect and receive a copy of the personnel records that the
20 employer maintains relating to the employee's performance or to any grievance concerning the
21 employee."
22

23 124. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
24 shall make the contents of those personnel records available for inspection to the current or
25 former employee, or his or her representative, at reasonable intervals and at reasonable
26 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
27 personnel records when requested by Plaintiff via certified letter July 19, 2021, as required by
28

1 law. Plaintiff requested his pay records in accordance with California Labor Code section 226
2 on July 19, 2021 via U.S. certified mail, return receipt requested. .

3 125. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
4 records within 21 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
5 suffered and continues to suffer substantial losses related to Defendants' failure to provide
6 personnel records.

7 126. Plaintiff seeks all available remedies for Defendants' violations including, but not
8 limited penalties, and costs to the extent permitted by law and according to proof at trial.
9 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
10 in the amount of \$750.00, along with costs and attorney's fees.

11 **SIXTEENTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE PAY RECORDS**

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

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

16 128. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
17 and former employees the right to inspect or copy records pertaining to their employment,
18 upon reasonable request to the employer..."
19

20 129. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
21 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
22 pertaining to a current or former employee shall comply with the request as soon as
23 practicable, but no later than 21 calendar days from the date of the request." On information
24 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
25 by Plaintiff via certified letter, return receipt requested, on July 19, 2021, and as required by
26 law.
27
28

1 130. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
2 continues to suffer substantial losses related to Defendants' failure to provide pay records.
3 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
4 in the amount of \$750.00, along with costs and attorney's fees.

5 131. Plaintiff seeks all available remedies for Defendants' violations including, but not
6 limited penalties, and costs to the extent permitted by law and according to proof at trial.

7 **SEVENTEENTH CAUSE OF ACTION**

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

9 **(California Business and Professions Code Section 17200)**

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

11
12 132. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 131, inclusive, of this Complaint as though fully set forth herein.

14 133. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
15 constitutes unfair and unlawful business practices under California Business and Professions
16 Code Section 17200, et seq.

17 134. Defendant's violations of California labor laws and the Labor Code constitutes a
18 business practice because it was done repeatedly over a significant period of time in a
19 systematic manner that was detrimental to Plaintiff.

20 135. For the four years preceding the filing of this action, Plaintiff has suffered damages
21 and request damages and/or restitution of all monies and profits to be disgorged from
22 Defendants in an amount according to proof at time of trial, but in excess of the
23 jurisdiction of this Court.

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

- 26 1. For compensatory damages including lost past and future wages, regular wages,
27 overtime, and all other sums of money, including employment benefits, together
28

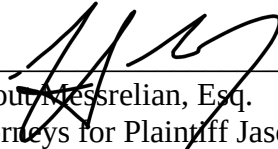
with interest on said amounts, and any other economic injury to Plaintiff, according to proof;

2. For general damages according to proof;
3. For special and consequential damages to the extent allowed by law;
4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
5. For an award of punitive damages against Defendants according to proof;
6. For damages and penalties 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 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. 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;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. 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 claim;
13. 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 via PAGA;

- 1 14. For the imposition of civil penalties and/or statutory penalties;
2 15. For all interest as allowed by law;
3 16. For all costs and disbursements incurred in this suit;
4 17. Reasonable attorney's fees where available by law, including but not limited to,
5 pursuant to Labor Code section 2698 et seq., 1102.5, Code of Civil Procedure section
6 1021.5, and/or other applicable laws; and
7 18. For such other and further relief as this Court may deem proper.
8

9 DATED: December 2, 2021

MESSRELIAN LAW INC.

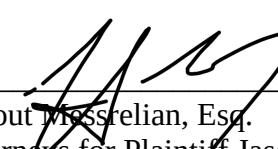
10 By 
11 Harout Messrelian, Esq.
12 Attorneys for Plaintiff Jason Deck
13

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
16

17 DATED: December 2, 2021

MESSRELIAN LAW INC.

18 By 
19 Harout Messrelian, Esq.
20 Attorneys for Plaintiff Jason Deck
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