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Assigned for All Purposes

Judge Randall J. Sherman

CX-105

Attorney for Plaintiff,
HERBERT RAMIRO SANCHEZ PEREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

HERBERT RAMIRO SANCHEZ PEREZ, an
individual,

Plaintiff,

v.

SAFE AND RELIABLE MED TRANS., a
California corporation; ROWENA OROLFO
ROSETE, an individual; JONAS DEL RIO
ROSETE, an individual; and DOES 1 through
20, inclusive,

Defendants.

Case No. 30-2022-01267498-CU-WT-CXC

COMPLAINT FOR DAMAGES FOR:

- 1. RETALIATION (LAB. CODE §98.6);**
- 2. RETALIATION (LAB. CODE §§1102.5, 1102.6, 6310);**
- 3. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 4. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 226.7, 510, 1194, 1197);**
- 5. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 6. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 7. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
- 8. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, 226.3, 1174 ET SEQ.);**
- 9. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**

10. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §§2699, ET. SEQ.);
AND
11. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.).
12. FAILURE TO INDEMNIFY FOR
NECESSARY BUSINESS EXPENSES (CAL.
LABOR CODE §2802);
13. FAILURE TO PERMIT INSPECTION OF
PERSONNEL AND PAYROLL RECORDS
(CAL. LABOR CODE §§226, 1198.5);
DEMAND OVER \$25,000
[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, HERBERT RAMIRO SANCHEZ PEREZ, and for causes of
action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Orange County because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Orange County, and because the work that is the subject of this action was performed by Plaintiff in Orange County.

THE PARTIES

2. Plaintiff, HERBERT RAMIRO SANCHEZ PEREZ, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant SAFE AND RELIABLE MED TRANS (hereinafter referred to as "SAFE AND RELIABLE" or "EMPLOYERS") was and is a California corporation doing business at 26611 La Quilla Lane, Mission Viejo, CA 92692 in the County of Orange, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, SAFE AND RELIABLE owned and operated a business engaged in medical transportation services.

1 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant ROWENA OROLFO ROSETE (hereinafter referred to as “ROWENA”) was and is an
3 individual resident of the County of Orange, State of California. ROWENA was Plaintiff’s manager,
4 corporate agent, supervisor and/or coworker at SAFE AND RELIABLE.

5 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Defendant JONAS DEL RIO ROSETE (hereinafter referred to as “JONAS”) was and is an
7 individual resident of the County of Orange, State of California. JONAS was Plaintiff’s manager,
8 corporate agent, supervisor and/or coworker at SAFE AND RELIABLE.

9 7. ROWENA and JONAS are hereinafter referred to collectively as “INDIVIDUAL
10 DEFENDANTS”.

11 8. At all times relevant herein, INDIVIDUAL DEFENDANTS and DOES 1-20 were
12 “supervisors” within the meaning of Government Code section 12926, subdivision (t). Plaintiff is
13 informed and believes, and thereon alleges that at all time relevant to this action, INDIVIDUAL
14 DEFENDANTS and DOES 1-20 were managers and/or supervisors of EMPLOYERS, acting as
15 managing agents for EMPLOYERS; INDIVIDUAL DEFENDANTS and DOES 1-20 were each acting
16 within the course and scope of their employment and on behalf of Defendants such that their acts or
17 omissions are imputed to EMPLOYERS under the doctrine of *respondeat superior*; or, alternatively, at
18 all times relevant to this action, EMPLOYERS cloaked INDIVIDUAL DEFENDANTS and DOES 1-20
19 with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and therefore
20 their acts or omissions are imputed to EMPLOYERS under the doctrine of *respondeat superior*.

21 9. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint
22 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
23 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
24 persons and are therefore subject to the jurisdiction of this Court.

25 10. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint
26 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
27 Commission Order No. 9-2001, and are each an “employer or other person acting on behalf of an
28

1 employer” as such term is used in Labor Code sections 558, 558.1, and 1197.1, and liable to Plaintiff on
2 that basis.

3 11. The true names and capacities, whether individual, corporate, associate, or otherwise, of
4 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
5 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
6 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
7 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
8 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
9 alleged hereinafter.

10 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-
12 conspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other
13 Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within
14 the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor
15 status and/or joint venture and with the permission and consent of each of the other Defendants.

16 13. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
17 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
18 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
19 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
20 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
21 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
22 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
23 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
24 actually causing Plaintiff harm.

25 14. Whenever and wherever reference is made in this complaint to any act or failure to act by
26 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
27 and/or failures to act by each Defendant acting individually, jointly and severally.
28

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 15. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
3 of interest and ownership between EMPLOYERS and DOES 1-20 that the individuality and separateness
4 of defendants have ceased to exist.

5 16. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
6 purported corporate existence, EMPLOYERS and DOES 1-20 are, in reality, one and the same, including,
7 but not limited to because:

8 a. EMPLOYERS are completely dominated and controlled by one another and
9 DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint,
10 and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
11 accomplish some other wrongful or inequitable purpose.

12 b. EMPLOYERS and DOES 1-20 derive actual and significant monetary benefits by
13 and through one another's unlawful conduct, and by using one another as the funding source for their
14 own personal expenditures.

15 c. EMPLOYERS and DOES 1-20, while really one and the same, were segregated to
16 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
17 accomplishing some other wrongful or inequitable purpose.

18 d. EMPLOYERS do not comply with all requisite corporate formalities to maintain
19 a legal and separate corporate existence.

20 e. The business affairs of EMPLOYERS and DOES 1-20 are, and at all times relevant
21 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
22 inextricable confusion. EMPLOYERS are, and at all times relevant hereto were, used by one another
23 and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
24 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
25 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
26 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
27 existence of EMPLOYERS and DOES 1-20 should be disregarded in equity and for the ends of justice
28 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

17. Accordingly, EMPLOYERS constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

18. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that EMPLOYERS and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of EMPLOYERS and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

19. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, EMPLOYERS, or any of them, (1) there is an express or implied agreement of assumption pursuant to which EMPLOYERS and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between EMPLOYERS and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) EMPLOYERS and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to EMPLOYERS and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, EMPLOYERS and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

20. On or about August 18, 2020, EMPLOYERS hired Plaintiff to work as a driver. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff was constructively wrongfully terminated on or about June 10, 2021.

21. In Plaintiff's role as a driver, his duties included picking up seniors from various nursing homes and transporting them to their doctor's appointments or to receive dialysis treatments.

22. Plaintiff's direct supervisor was JONAS.

23. JONAS and ROWENA, the CEO of EMPLOYERS, are husband and wife.

1 24. EMPLOYERS offered to reimburse Plaintiff for his gas mileage or to pay for Plaintiff's
2 car payments and car insurance. Plaintiff opted to have EMPLOYERS pay for his car payments and car
3 insurance.

4 25. Plaintiff was scheduled to work from 7 a.m. to 5 p.m., six days per week. However, at
5 least twice per week Plaintiff worked from 7 a.m. to 6 p.m. or 7 a.m. to 7 p.m.

6 26. In or around January 2021, Plaintiff complained to JONAS that Plaintiff was not being
7 compensated for hours he had worked on his paycheck and requested a breakdown of his hours worked.

8 27. When Plaintiff received his hourly breakdown from JONAS, Plaintiff realized that
9 EMPLOYERS were deducting an hour for lunch breaks from Plaintiff's paycheck, despite the fact that
10 Plaintiff rarely, if ever, took a lunch break.

11 28. Plaintiff was regularly unable to take a lunch break because Plaintiff was often picking up
12 or dropping off patients and did not have uninterrupted 30-minute period of time during the day to eat his
13 lunch.

14 29. The next day, Plaintiff approached JONAS and asked him about the auto-deduction for
15 his lunch break. JONAS responded by saying "that's the law, we have to take an hour off for lunch."

16 30. Plaintiff then said to JONAS, "but you don't give us lunch." JONAS attempted to evade
17 Plaintiff's questions once again and directed Plaintiff to talk to ROWENA if Plaintiff needed any more
18 answers.

19 31. That same day, when Plaintiff questioned ROWENA about the auto-deductions for lunch
20 periods Plaintiff did not take, and ROWENA responded by saying "that's the law. You guys are sitting
21 in the truck an hour or two while you're waiting for the patient so take your lunch there."

22 32. Plaintiff relayed to ROWENA that every time Plaintiff had tried to take his lunch in the
23 past while in his vehicle, Plaintiff was interrupted by a call to pick up a patient. ROWENA responded by
24 saying "I don't know what to tell you, but this is how we do business here."

25 33. In or around, March 2021, Plaintiff complained to JONAS that Plaintiff was not receiving
26 all of his overtime compensation. Plaintiff noticed that Plaintiff was only being compensated for overtime
27 after nine (9) hours of work, as opposed to eight (8) hours of work.

1 34. JONAS essentially avoided giving Plaintiff an answer to his question. JONAS told
2 Plaintiff that he would get an answer for Plaintiff shortly.

3 35. The next day, Plaintiff received a call from ROWENA. ROWENA told Plaintiff that “we
4 have a policy that we pay overtime after nine hours of work.” Plaintiff informed ROWENA that the law
5 required EMPLOYERS to pay Plaintiff overtime after the eighth hour of work.

6 36. In response ROWENA said, “here’s the deal, we are a small company, and this is how we
7 have business so if you like it, you can stay or walk away.” Plaintiff did not have any other job prospects
8 at this time, so Plaintiff continued to work for EMPLOYERS.

9 37. Plaintiff noticed around this time, that his hours were cut by EMPLOYERS. Plaintiff
10 normally worked between 9-12 hours per day. However, after speaking with ROWENA about his
11 overtime hours, Plaintiff’s scheduled was reduced to only up to six and half (6.5) hours per day.

12 38. On information and belief, EMPLOYERS retaliated against Plaintiff after he complained
13 about the failure to pay overtime compensation.

14 39. Plaintiff overheard his fellow drivers over the walkie talkie dispatch and realized that the
15 drivers were still working their regular 9–12-hour shifts, while Plaintiff began going home early after 6.5
16 hours.

17 40. On or about June 3, 2021, Plaintiff told JONAS that if EMPLOYERS did not begin paying
18 overtime after eight (8) hours of work, Plaintiff was going to quit his employment. JONAS responded by
19 saying, “I’m going to talk to my wife, and I’ll get in contact with you.”

20 41. On or about June 10, 2021, after receiving no response from ROWENA, Plaintiff called
21 JONAS again to follow up on his query.

22 42. JONAS responded by saying “unfortunately we are not able to pay overtime right now.”
23 Plaintiff, feeling he had no choice but to quit his employment, informed JONAS at this time that Plaintiff
24 was going to resign from his position effective immediately.

25 43. Plaintiff was constructively and wrongfully terminated by EMPLOYERS on June 10,
26 2021.

WAGE & HOUR ALLEGATIONS

44. During Plaintiff's stint as a driver for EMPLOYERS, from August 18, 2020, through March 15, 2021, EMPLOYERS promised to pay Plaintiff \$13.00 per hour; from March 15, 2021, until the date of Plaintiff's resignation on June 10, 2021, EMPLOYERS promised to pay Plaintiff \$14.50 per hour.

45. From August 18, 2020, through March 15, 2021, EMPLOYERS did not compensate Plaintiff for a total of six (6) hours of overtime per week.

46. From March 15, 2021, to June 10, 2021, EMPLOYERS did not compensate Plaintiff for a total of six (6) hours of overtime per week.

47. Between January 1, 2021, and January 15, 2021, Plaintiff worked one hundred and twenty-three (123) hours but was only compensated for one hundred and eighteen hours (118) at regular pay, with only five (5) hours of overtime compensation.

48. EMPLOYERS failure to pay any wages for Plaintiff's time spent working is a direct violation of Labor Code §§ 1194, 1197, and 510.

49. Throughout Plaintiff's employment, EMPLOYERS violated Labor Code § 221 by collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by EMPLOYERS to said employees.

50. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages for all hours worked paid at least twice during each calendar month to employees as required "by contract" under Labor Code section 223, as well as an improper collection of wages paid to an employee under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist. Mar. 6, 2013).

51. Furthermore, throughout Plaintiff's employment, Defendants violated Labor § 2802 by failing to reimburse Plaintiff for work-related expenses. Plaintiff was not paid for using his personal cell phone for work-related purposes, despite being required to communicate with his supervisor by phone.

52. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiffs' right to take one or more of their statutory 10-minute rest breaks for every four hours worked or major fraction thereof, and Plaintiff tended to work ten (10) hours days at a minimum, meaning he was

1 entitled to a second 10-minute rest break on days he worked more than eight (8) hours, but Defendants
2 did not provide nor advise Plaintiff of one or more of his required rest breaks.

3 53. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
4 Plaintiffs' right to take one or more of their statutory 30-minute meal breaks for every five hours worked
5 or major fraction thereof, and Plaintiff tended to work ten (10) hours days at a minimum, meaning he was
6 entitled to a second 30-minute meal break on days he worked more than ten (10) hours, but Defendants
7 did not provide nor advise Plaintiff of one or more of his required rest breaks.

8 54. At all relevant times, EMPLOYERS maintained a policy where it automatically rounded
9 time punches for meal periods, which is inconsistent with the purpose of the Labor Code and IWC wage
10 order, and EMPLOYERS records show Plaintiff worked over five (5) hours in several shifts, creating a
11 rebuttable presumption that Plaintiff was not relieved of duty and no meal was provided. *Donohue v.*
12 *AMN Servs.*, 11 Cal. 5th 58 (2021).

13 55. Throughout Plaintiff's employment, Plaintiff was not provided with paystubs that
14 complied with Labor Code §226, as Defendants consistently provided incorrect and inaccurate paystubs
15 that failed to properly itemize, regular, hours worked for said wages, commissions, sick time, tips, among
16 other inaccurate information.

17 56. Plaintiff is informed and believes, and thereon allege, that Plaintiff and other employees
18 were subject to the same violations and, therefore, are aggrieved employees within the meaning of
19 California Labor Code §2699. Thus, Plaintiffs, as an aggrieved employees, brings an action against
20 Defendants, on behalf of themselves and other current and former employees.

21 57. *Additionally, pursuant to Huff v. Securitas Security Services USA, Inc.* (2018) 23
22 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on
23 behalf of other aggrieved employees for other violations that they were not personally "aggrieved" by.

24
25 **GENERAL ALLEGATIONS**

26 58. Defendants' conduct described herein was undertaken, authorized, and/or ratified
27 Defendants' officers, directors and/or managing agents, including, but not limited to those identified
28 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or

1 create policy for Defendants. The aforementioned conduct of said managing agents and individuals was
2 therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and
3 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
4 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
5 and designated herein as DOES 1 through 20, inclusive.

6 59. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
7 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
8 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
9 counseling and treatment, and past and future lost wages and benefits.

10 60. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
11 commissions, benefits and loss or diminution of earning capacity.

12 61. Plaintiff claims general damages for emotional and mental distress and aggravation in a
13 sum in excess of the jurisdictional minimum of this Court.

14 62. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
15 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
16 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
17 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
18 Court.

19
20 **FIRST CAUSE OF ACTION**

21 **RETALIATION**

22 **LABOR CODE §98.6**

23 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

24 63. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
25 though set forth in full herein.

26 64. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an
27 employee for political activities; for complaining that he or she is owed unpaid wages, for
28 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,

1 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
2 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
3 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
4 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus,
5 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
6 against an employee who, among other things, has exercised his or her rights under that Chapter (Chapter
7 5 of the Labor Code, which encompasses §1102.5), including the right to take meal breaks, and/or made
8 a written or oral complaint that he or she is owed unpaid wages. An employee who has been discharged
9 or retaliated against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty against the
10 employer in an amount not exceeding ten thousand dollars (\$10,000.00) for each violation of that section.

11 65. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff was
12 constructively terminated from Plaintiff's employment with Defendants as a result of Plaintiff's
13 complaints that Plaintiff was owed overtime wages.

14 66. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
15 Defendants, and Defendants' officers and/or managing agents, including INDIVIDUAL DEFENDANTS
16 and those identified herein as DOES 1-20, who were authorized and empowered to make decisions that
17 reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and
18 individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced
19 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
20 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
21 time and are therefore identified and designated herein as DOES 1-20, inclusive.

22 67. The damage allegations of Paragraphs 58 through 62, inclusive, are herein incorporated
23 by reference.

24 68. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
25 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

26 69. Because the acts taken toward Plaintiff were carried out by managerial employees acting
27 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
28 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against

1 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

2
3 **SECOND CAUSE OF ACTION**

4 **FOR RETALIATION**

5 **IN VIOLATION OF LABOR CODE §§ 1102.5, 1102.6**

6 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

7 70. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
8 though set forth in full herein.

9 71. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was
10 binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer,
11 from discharging an employee or in any manner discriminating or retaliating against, or taking any
12 adverse action against, an employee because, among other things, the employee disclosed information
13 to a government or law enforcement agency, or to a person with authority over the employee or another
14 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if
15 the employee has reasonable cause to believe that the information discloses a violation of state or
16 federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation,
17 regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor
18 Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability
19 company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of
20 this section.

21 72. Defendants subjected Plaintiff to the adverse employment action, including without
22 limitation, retaliation and constructive termination because Plaintiff reported the suspected violations
23 of California Law and the Labor Code to Plaintiff's supervisors, including that Plaintiff was owed
24 unpaid overtime wages.

25 73. Plaintiff was constructively terminated from his employment with Defendants as a result
26 of his exercise of his rights under Labor Code section §§98.6, 1102.5. Defendants' retaliatory animus
27 is evidenced by, among other things, the following facts: (1) Plaintiff's hours were cut after he
28

1 complained to his supervisor about unpaid overtime wages, (2) there were no performance issues or
2 any other legitimate reason for Plaintiff's constructive termination.

3 74. Plaintiff's reports of these violations were a motivating and contributing factor for the
4 adverse employment actions by Defendants against Plaintiff.

5 75. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
6 Defendants, and Defendants' officers and/or managing agents, including INDIVIDUAL DEFENDANTS
7 and those identified herein as DOES 1-20, who were authorized and empowered to make decisions that
8 reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and
9 individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced
10 knowledge of the actions and conduct of said individuals whose actions and conduct were ratified,
11 authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this
12 time and are therefore identified and designated herein as DOES 1-20, inclusive.

13 76. Said conduct violates Labor Code Labor Code §§1102.5 and 1102.6, and such violations
14 were a proximate cause in Plaintiff's damages as hereinabove stated.

15 77. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
16 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

17 78. The damage allegations of Paragraphs 58 through 62, inclusive, are herein incorporated
18 by reference.

19 79. The foregoing conduct of Defendants individually, or by and through their managing
20 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on
21 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
22 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
23 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
24 amount appropriate to punish or make an example of Defendants.

THIRD CAUSE OF ACTION
FOR WRONGFUL CONSTRUCTIVE TERMINATION
IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

80. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as though set forth in full herein.

81. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of individual employees and job applicants who could not otherwise afford to protect themselves from violations of the Labor Code.

82. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's broad public policy interest in encouraging workplace "whistleblowers," who may without fear of retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the reporting is made to governmental agencies or to the employer itself, and irrespective of whether the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed, the law in California is that an employee's good faith but mistaken belief in the illegality of his co-workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistleblowing context.

83. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in Plaintiff's damages as stated below.

1 84. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot retaliate against any employee on the basis of engagement in
3 protected activities.

4 85. Plaintiff believes and thereon alleges that Plaintiff's engagement in protected activities,
5 was a factor in Defendants' conduct as alleged hereinabove.

6 86. Such retaliation, resulting in the constructive wrongful termination of Plaintiff's
7 employment on the basis of Plaintiff's engagement in protected activity, was a proximate cause in
8 Plaintiff's damages as stated below.

9 87. The above said acts of Defendants constitute violations of the Government Code, Labor
10 Code, and the public policy of the State of California embodied therein as set forth above. Defendants
11 violated these laws by retaliating against Plaintiff and terminating Plaintiff's employment in retaliation
12 for exercise of protected rights.

13 88. At all times mentioned in this complaint, it was a fundamental policy of the State of
14 California that Defendants cannot retaliate against any employee who engages in protected activity.

15 89. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
16 complaints about unpaid overtime compensation were a proximate cause in Plaintiff's damages as
17 stated below.

18 90. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
19 engagement in protected activities under Labor Code §§ 98.6, 1102.5 was a proximate cause in
20 Plaintiff's damages as stated below.

21 91. The damage allegations of Paragraphs 58 through 62, inclusive, are herein incorporated
22 by reference.

23 92. The foregoing conduct of Defendants individually, or by and through their officers,
24 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
25 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
26 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
27 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
28 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 226.7, 510, 1182.12, 1194, 1194.2, 1197
AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE

93. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as though set forth in full herein.

94. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants routinely underpaid Plaintiff, failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week, and failed to pay Plaintiff wages for missed meal and rest breaks.

95. Labor Code §§ 1194(a) states in pertinent part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and costs of suit.”

96. Labor Code §§ 1194.2(a) states in pertinent part: “In any action under ... 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

97. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

98. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages for all hours worked paid at least twice during each calendar month to employees as required “by contract” under Labor Code section 223, as well as an improper collection of wages paid to an employee under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist. Mar. 6, 2013).

1 99. Defendants, as a pattern and practice in uniform administration of corporate policy with
2 regard to Plaintiff and the other aggrieved employees, required Plaintiff and the other aggrieved
3 employees to perform labor without compensation. Specifically, Plaintiff and the other aggrieved
4 employees were made to work through their meal and rest breaks and were not paid for all hours worked.

5 100. As such, Defendants required the Plaintiff and the other aggrieved employees to remain
6 under Defendants' control without paying therefore, which resulted in Plaintiff and the other aggrieved
7 employees earning less than the legally required minimum wage and/or prevailing wage in the State of
8 California.

9 101. Defendants' pattern and practice in uniform administration of corporate policy regarding
10 Defendants' failure to pay the legal minimum wage to Plaintiff and the other aggrieved employees as
11 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
12 Plaintiff and the other aggrieved employees, in a civil action, for the unpaid balance of the full amount
13 of the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
14 and the straight time compensation, including interest thereon.

15 102. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
16 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

17 103. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
18 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
19 recover such amounts, plus interest thereon, attorneys' fees and costs.

20 104. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
21 by reference.

22 105. Pursuant to Labor Code § 1194.2(a), Plaintiff and the other aggrieved employees seek
23 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

24 106. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff
25 and the other aggrieved employees seek recovery of pre-judgment interest on all amounts recovered
26 herein.

1 107. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), Plaintiff and the other
2 aggrieved employees request that the Court award reasonable attorneys' fees and costs incurred by them
3 in this action

4 108. Labor Code §558(a) provides that any person acting on behalf of an employer who
5 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
6 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
7 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
9 on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
10 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

11
12 **FIFTH CAUSE OF ACTION**
13 **FOR FAILURE TO PAY MINIMUM WAGES**
14 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
15 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

16 109. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
17 though set forth in full herein.

18 110. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
19 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
20 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum
21 wage for every hour worked.

22 111. The historical minimum wage requirements in California are as follows:

	Effective	26+ employees	1-25 employees
	1/1/21	\$13.00	\$14.00
	1/1/20	\$12.00	\$13.00
	1/1/19	\$12.00	\$11.00
	1/1/18	\$11.00	\$10.50
	1/1/17	\$10.50	\$10.00
	Effective	New wage	Old Wage
	1/1/16	\$10.00	\$9.00

1		7/1/14	\$9.00	\$8.00
2		1/1/08	\$8.00	\$7.50
3		1/1/07	\$7.50	\$6.75

112. In the two years immediately preceding the filing of this complaint, Defendants failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Plaintiff worked on average six (6) hours of overtime per week for which he was not compensated, in each of the following ways:

a. From August 18, 2020, through December 31, 2020 (19 weeks), Plaintiff worked approximately 6 hours per week without compensation, and should have been paid \$13.00 per hour. Therefore, Plaintiff is owed \$1,482.00 calculated at 6 unpaid hours per week for 19 weeks, at \$13.00 per hour;

b. From January 1, 2021, through March 15, 2021 (10 weeks), Plaintiff worked approximately 6 hours per week without compensation, and should have been paid \$13.00 per hour. Therefore, Plaintiff is owed \$780.00 calculated at 6 unpaid hours per week for 10 weeks, at \$13.00 per hour;

c. From May 16, 2021, through June 10, 2021 (12 weeks), Plaintiff worked approximately 6 hours per week without compensation, and should have been paid \$14.50 per hour. Therefore, Plaintiff is owed \$1,044.00 calculated at 6 unpaid hours per week for 12 weeks, at \$14.50 per hour; and

113. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum wages in the amount of at least \$3,306.00.

114. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

115. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable attorneys' fees and costs incurred by Plaintiff in this action.

1 116. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
2 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
3 additional \$3,306.00, plus interest thereon.

4 117. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
5 by reference.

6 118. Pursuant to Labor Code § 1194.2(a), the Plaintiff and the other aggrieved employees seek
7 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

8 119. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff
9 and the other aggrieved employees seek recovery of pre-judgment interest on all amounts recovered
10 herein.

11
12 **SIXTH CAUSE OF ACTION**
13 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
14 **LABOR CODE §§510, 1194**
15 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

16 120. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
17 though set forth in full herein.

18 121. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
19 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
20 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
21 hours in a single day. It also requires employers to pay their non-exempt employees overtime
22 compensation for the first eight (8) hours of work done on the seventh consecutive day of work done in
23 any work week and double-time compensation for any work done beyond the first eight (8) hours on the
24 seventh consecutive day of work.

25 122. At all relevant times, Defendants required Plaintiff to work more than eight hours per
26 day and/or more than 40 hours per workweek.

27 123. Plaintiff regularly worked approximately 10 hours each day, 6 days a week.
28

1 124. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
2 compensation required by Labor Code §510, 8 Code of Regulations §11090, and Industrial Welfare
3 Commission Order No. 9-2001.

4 125. In the two years last past, Plaintiff worked 6 hours of overtime each week, all of which
5 should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that time. Defendants failed to
6 pay Plaintiff the requisite overtime wages in each of the following ways in the two years immediately
7 preceding the filing of this complaint:

8 a. From August 18, 2020, through December 31, 2020, Plaintiff's hourly overtime
9 rate was \$19.50, and Plaintiff worked 6 hours of overtime each week for nineteen (19) weeks, or 114
10 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion of
11 \$13.00 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed
12 \$6.50 for each of those hours, totaling \$741.00;

13 b. From January 1, 2021, through January 15, 2021, Plaintiff's hourly overtime rate
14 was \$19.50, and Plaintiff worked 19 hours of overtime each week for two (2) weeks, or 38 hours, but did
15 not receive any overtime wages for these hours at all. Therefore, less the minimum wage portion of
16 \$13.00 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed
17 \$6.50 for each of those hours, totaling \$247.00;

18 c. From January 16, 2021, through March 14, 2021, Plaintiff's hourly overtime rate
19 was \$19.50, and Plaintiff worked 6 hours of overtime each week for eight (8) weeks, or 48 hours, but did
20 not receive any wages for these hours at all. Therefore, less the minimum wage portion of \$13.00 per
21 hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$6.50 for each
22 of those hours, totaling \$312.00;

23 d. From March 15, 2021, through June 10, 2021, Plaintiff's hourly overtime rate was
24 \$21.75, and Plaintiff worked 6 hours of overtime each week for twelve (12) weeks, or 72 hours, but did
25 not receive any wages for these hours at all. Therefore, less the minimum wage portion of \$14.50 per
26 hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$7.25 for each
27 of those hours, totaling \$522.00;

1 126. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
2 of at least \$1,822.00, above and beyond the wages sought in the preceding cause of action for these same
3 hours.

4 127. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
5 by reference.

6 128. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
7 Code §510, 8 Code Regulations §11090, and Industrial Welfare Commission Order No. 9-2001

8 129. Plaintiffs have been deprived of their rightfully earned overtime compensation as a direct
9 and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled
10 to recover such amounts, plus interest thereon, attorneys' fees, and costs.

11
12 **SEVENTH CAUSE OF ACTION**
13 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
14 **LABOR CODE § 226.7, 512**
15 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

16 130. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
17 though set forth in full herein.

18 131. Labor Code §512 requires employers to provide every employee with an uninterrupted
19 meal period of not less than thirty (30) consecutive minutes, for every period of work exceeding five (5)
20 hours.

21 132. Labor Code §226.7 requires an employer to provide employees with an uninterrupted rest
22 period of not less than ten (10) minutes, for every period worked of four (4) hours, or a substantial portion
23 thereof.

24 133. For approximately one (1) year, Plaintiff worked at least six (6), ten-hour workdays per
25 week, and was thereby entitled to take two (2) uninterrupted 30-minute meal periods on those days.

26 134. Defendants failed and refused to provide Plaintiff with meal periods, and failed to
27 compensate Plaintiff for missed meal periods, as required by Labor Code §§226.7 and the applicable
28 sections of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001.

1 135. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate,
2 whichever is greater, for each day that Plaintiff was denied such meal periods, calculated as follows:

3 a. From approximately August 18, 2020, through March 14, 2021, Plaintiff's statutory 30-
4 minute meal periods were missed, interrupted or cut short no less than 6 days per week for 30 weeks, or
5 on approximately 180 days. Consequently, Plaintiff is owed one hour of pay at \$13.00 for each day, or
6 \$2,340.00 plus interest thereon, for unpaid missed or interrupted meal periods;

7 b. From approximately March 15, 2021, through June 10, 2021, Plaintiff's statutory 30-
8 minute meal periods were missed, interrupted or cut short no less than 6 days per week for 12 weeks, or
9 on approximately 72 days. Consequently, Plaintiff is owed one hour of pay at \$14.50 for each day, or
10 \$1,044.00 plus interest thereon, for unpaid missed or interrupted meal periods;

11 136. Thus, the total missed meal period compensation owing Plaintiff for this time period is
12 \$3,384.00.

13 137. For approximately one (1) year, Plaintiff worked six (6) ten-hour workdays per week and
14 was thereby entitled to take two (2) 10-minute rest periods on each day of work.

15 138. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate,
16 whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

17 a. From approximately August 18, 2020, through March 14, 2021, Plaintiff was not
18 permitted and not advised of Plaintiff's right to take one or more of Plaintiff's statutory 10-minute rest
19 period for days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked,
20 or approximately 180 days. Consequently, Plaintiff is owed one hour of pay at \$13.00 for each day, or
21 \$2,340.00 plus interest thereon, for unpaid rest periods;

22 b. From approximately March 15, 2021, through June 10, 2021, Plaintiff was not permitted
23 and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest period for
24 days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or
25 approximately 72 days. Consequently, Plaintiff is owed one hour of pay at \$14.50 for each day, or
26 \$1,044.00 plus interest thereon, for unpaid rest periods;

27 139. Thus, the total missed rest period compensation owing Plaintiff for this time period is
28 \$3,384.00.

1 140. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
2 period is \$6,768.00.

3 141. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
4 by reference.

5 142. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
6 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

7 143. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
8 such amounts in the combined amount of \$6,768.00, pursuant to Labor Code §226.7(b), plus interest
9 thereon and costs of suit.

10
11 **EIGHTH CAUSE OF ACTION**
12 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
13 **LABOR CODE §§226, 226.3 1174 ET SEQ.**
14 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

15 144. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
16 though set forth in full herein.

17 145. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
18 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
19 total deductions and net wages earned. An employer who violates these code sections is liable to its
20 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
21 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
22 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
23 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
24 at all.

25 146. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates
26 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
27 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.
28

1 147. At all relevant times, Defendants failed to provide Plaintiff with timely and accurate wage
2 and hour statements showing gross wages earned, total hours worked, all deductions made, net wages
3 earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in
4 effect during each pay period and the corresponding number of hours worked at each hourly rate by
5 Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and contained
6 almost none of the required information, including hours actually worked.

7 148. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

8 149. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
9 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
10 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
11 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
12 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
13 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
14 meal period, and rest period wages.

15 150. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
16 by reference.

17 151. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
18 §226 approximately twenty-six (26) times during the last year that Plaintiff worked for Defendants.
19 Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory
20 maximum amount of \$4,000.00, whichever is greater.

21 152. In addition, thereto, Plaintiff is entitled civil penalties pursuant to Labor Code §226.3 in
22 the amount of \$25,250.00 ($\$250.00 + \$1,000.00 \times 25$ subsequent pay periods).

23 153. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
24 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
25 applicable provisions, as well as attorneys' fees and costs.

1 **NINTH CAUSE OF ACTION**
2 **FOR WAITING TIME PENALTIES**

3 **LABOR CODE §§201-203**
4 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

5 154. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
6 though set forth in full herein.

7 155. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
8 other compensation due immediately upon termination or within 72 hours of resignation, as required.
9 These wages refer to, at a minimum, unpaid overtime compensation, that Defendants should have paid,
10 but did not pay to Plaintiff during the term of Plaintiff's employment and which were, at the latest, due
11 within the time restraints of Labor Code §§201-203.

12 156. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
13 203.

14 157. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
15 is entitled to payment of Plaintiff's overtime, as previously pleaded herein, and more than \$5,362.50 in
16 wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of \$178.75, inclusive of
17 overtime.

18 158. Based on Defendants' conduct as alleged herein, Defendants are liable for \$5,362.50 in
19 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
20 fees and costs.

21
22 **TENTH CAUSE OF ACTION**
23 **FOR PRIVATE ATTORNEY GENERAL ACT**

24 **LABOR CODE §2699**
25 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

26 159. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
27 though set forth in full herein.

1 160. Under Labor Code §2699, Plaintiffs, as an aggrieved employee, may bring an action
2 against Defendants, on behalf of himself and other current or former employees, seeking statutory civil
3 penalties for Defendants' violations of the California Labor Code.

4 161. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
5 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
6 previously pleaded in this Complaint.

7 162. On August 30, 2021, more than 65 calendar days before filing this Complaint, Plaintiffs
8 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
9 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
10 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 98.6,
11 200, 201, 202, 203, 204, 221, 226, 226.3, 226.7, 510, 512, 558, and 1102.5, 1194, 1197.1 each of which
12 is enumerated among the serious violations set forth in Labor Code §2699.5.

13 163. As of the filing of this Complaint, Plaintiffs have not received any response from the Labor
14 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
15 Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

16 164. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
17 by reference.

18 165. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants
19 written notice by certified mail that the alleged violations have been cured, including a description of the
20 actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given
21 authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor
22 Code §2699.

23 166. *Additionally, pursuant to Huff v. Securitas Security Services USA, Inc.* (2018) 23
24 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on
25 behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

PENALTIES

167. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties 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) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

a) As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid; and also an additional amount sufficient to recover under paid wages as penalties, with all wages recovered pursuant to Labor Code §557 paid to the aggrieved employees. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on 26 pay periods, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties of \$2,550.00;

c) As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover underpaid

1 wages, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of
2 whether the initial violation was intentionally committed in addition to an amount sufficient to recover
3 underpaid wages, with all wages recovered pursuant to Labor Code §1197.1. Plaintiff may also recover
4 penalties under § 1197.1 on behalf of herself and for the other aggrieved employees;

5 d) As applicable, civil penalties under Labor Code §98.6 (in addition to and entirely
6 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
7 Code §98.6, in the amount of \$10,000 per aggrieved employee for each violation of this section, to be
8 awarded to the employee or employees who suffered the violation;

9 e) As applicable, civil penalties under Labor Code §§201-203 (in addition to and entirely
10 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee
11 who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor
12 Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same
13 rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty (30)
14 days;

15 f) As applicable, Labor Code §204 (in addition to an entirely independent and apart from
16 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
17 pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
18 and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of
19 the amount unlawfully withheld; and

20 g) As applicable, civil penalties under Labor Code §221 (in addition to an entirely
21 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee
22 who Defendants failed to pay all earned wages during employment, in the amount of a civil penalty of
23 \$100 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
24 violation;

25 h) As applicable, Labor Code §510 (in addition to and entirely independent and apart from
26 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
27 pay overtime wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
28

1 and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of
2 the amount unlawfully withheld;

3 i) As applicable, Labor Code §§551 and 552 (in addition to and entirely independent and
4 apart from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants
5 failed to pay overtime wages during employment, in the amount of a civil penalty of \$100 for the initial
6 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25
7 percent of the amount unlawfully withheld;

8 j) As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
9 independent and apart from any other civil penalty provided in the Labor Code), for each violation of
10 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation
11 and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

12 k) As applicable, Labor Code §226.7 (in addition to an entirely independent and apart from
13 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
14 pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
15 and \$200 for each aggrieved employee per pay period for each subsequent violation;

16 l) As applicable, Labor Code §512 (in addition to an entirely independent and apart from
17 any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to
18 pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial violation,
19 and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of
20 the amount unlawfully withheld;

21 m) As applicable, civil penalties under Labor Code §1102.5 (in addition to and entirely
22 independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code
23 §1102.5, in the amount of \$10,000 for each aggrieved employee for each violation; and

24 n) As applicable, any and all additional applicable civil penalties and sums as provided by
25 the Labor Code and/or other relevant statutes.

26 168. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
27 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
28

1 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
2 to the aggrieved employees.

3 169. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
4 recovery of pre-judgment interest on all amounts recovered herein.

5 170. As a direct and proximate result of Defendants' California Labor Code violations as set
6 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
7 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
8 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
9 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
10 provide for a penalty, §§ 200, 226.3 and 558.

11 171. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
12 by reference.

13 172. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
14 recovery of pre-judgment interest on all amounts recovered herein.

15 173. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to
16 Labor Code §§2699(g)(1) and any other applicable statute.

17
18 **ELEVENTH CAUSE OF ACTION**

19 **FOR UNFAIR COMPETITION**

20 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

21 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

22 174. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as
23 though set forth in full herein.

24 175. Defendants' violations of 8 Code of Regulations §11090, Industrial Welfare Commission
25 Order No. 9-2001, Labor Code §§ 98.6, 200, 201, 202, 203, 204, 221, 226, 226.3, 226.7, 510, 512, 558,
26 1102.5, 1194, 1197.1, 2699,, and other applicable provisions, as alleged herein, including Defendants'
27 failure and refusal to pay overtime wages, Defendants' failure to provide and pay premium wages for
28 missed meal and rest breaks, Defendants' receipt and/or collection of wages paid, Defendants' retaliation

1 for engagement in protected activity, Defendants' failure to provide timely and accurate wage and hour
2 statements, Defendants' failure to pay compensation due in a timely manner upon termination or
3 resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiffs,
4 constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

5 176. As a result of Defendants' unfair business practices, Defendants have reaped unfair
6 benefits and illegal profits at the expense of Plaintiffs and members of the public. Defendants should be
7 made to disgorge their ill-gotten gains and restore such monies to Plaintiffs.

8 177. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
9 by reference.

10 178. Defendants' unfair business practices entitle Plaintiffs to seek preliminary and permanent
11 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
12 to the Plaintiffs the overtime compensation and other monies and benefits unlawfully withheld from
13 Plaintiffs.

14
15 **TWELFTH CAUSE OF ACTION**
16 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
17 **LABOR CODE §2802**
18 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

19 179. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
20 though set forth in full herein.

21 180. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
22 patronize his or her employer, or any other person, in the purchase of any thing of value."

23 181. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for
24 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
25 his or her duties, or of his or her obedience to the directions of the employer."

26 182. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
27 duties required by Defendants, as alleged hereinabove.
28

1 183. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff
2 for all necessary expenditures incurred in the performance of Plaintiff's duties.

3 184. Defendants have failed and refused to reimburse Plaintiff for all necessary business
4 expenditures, including for using his personal cellphone for business related purposes.

5 185. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
6 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
7 aforementioned expenditures.

8 186. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
9 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial but estimated as
10 follows: Plaintiff was required to use his own cellphone throughout his employment for work related
11 purposes, for approximately 9 months. Defendants have at the very least failed to reimburse Plaintiff for
12 his cellphone use in the amount according to proof.

13 187. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated
14 by reference.

15 188. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the
16 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
17 expenditure or loss.

18 Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff reasonable
19 attorneys' fees and costs incurred in this action.

20
21 **THIRTEENTH CAUSE OF ACTION**

22 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

23 **LABOR CODE §§ 226, 1198.5**

24 **AGAINST ALL DEFENDANTS**

25 189. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 57, inclusive, as
26 though set forth in full herein.

190. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

191. Labor Code §226 requires an employer, within twenty-one (21) days of a written request thereof, to allow inspection or to provide a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

192. On July 12, 2021, Plaintiff made a written request to inspect or receive a copy of Plaintiff's personnel and payroll records from Defendants, which Defendants received.

193. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within the time required by Labor Code §1198.5, or ever.

194. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

195. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

196. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated by reference.

197. Pursuant to Labor Code §§1198.5(*l*) and 226(h), Plaintiff requests a reasonable award of attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$1,000,000 as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for loss of earning capacity;

2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

1 3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than
2 \$10,000.00;

3 4. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
4 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00;

5 5. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff
6 is entitled to recover from Defendants a civil penalty of \$750.00;

7 6. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
8 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 9-2001, in the amount of no less than
9 \$3,306.00;

10 7. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$3,306.00, plus
11 interest;

12 8. For payment of unpaid overtime compensation pursuant to Labor Code §§ 510, 1194,
13 Industrial Welfare Commission Order No. 9-2001, and 8 Code of Regulations §11090, in the amount of
14 no less than \$1,822.00;

15 9. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
16 than \$2,550.00;

17 10. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the
18 amount of no less than \$500.00, plus interest;

19 11. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
20 in the amount of no less than \$6,768.00;

21 12. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

22 13. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
23 less than \$25,250.00;

24 14. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
25 than \$5,362.50;

26 15. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than an
27 amount according to proof on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants'
28 aggrieved employees, estimated to exceed \$500,000.00;

1 16. For civil penalties under Labor Code §210, in addition to and entirely independent and
2 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
3 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
4 each subsequent violation, plus 25 percent of the amount unlawfully withheld;

5 17. For civil penalties under Labor Code §§ 210 and 225.5, in addition to and entirely
6 independent and apart from any other penalty provided in the Labor Code, for each violation of Labor
7 Code §§204, 221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each
8 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or for each
9 willful or intentional violation, in addition to 25 percent of the amount unlawfully withheld;

10 18. For civil penalties under Labor Code §226.3, in addition to and entirely independent and
11 apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
12 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for
13 each subsequent violation;

14 19. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely
15 independent and apart from any other penalty provided in the Labor Code, in the amount of one day of
16 pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination,
17 until payment was/is made, up to a maximum of thirty (30) days;

18 20. For civil penalties under Labor Code §226.3, in addition to and entirely independent and
19 apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
20 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for
21 each subsequent violation;

22 21. For civil penalties under Labor Code §§551 and 552, in addition to and entirely
23 independent and apart from any other penalty provided in the Labor Code, in the amount of \$100 for each
24 aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay
25 period for each subsequent violation;

26 22. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and
27 any other applicable statute; and
28

23. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

24. For injunctive relief compelling Defendants to report to federal and state authorities wages earned by Plaintiffs, and other employees, and pay all state and federal taxes owing, employer matching funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all this in an amount according to proof.

25. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful conduct, failure to pay wages and other compensation in accordance with the law;

26. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

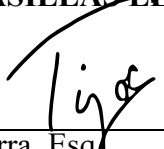
27. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor Code and/or any other basis;

28. For post-judgment interest; and

29. For any other relief that is just and proper.

DATED: June 28, 2022

GUERRA & CASILLAS LLP

By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
HERBERT RAMIRO SANCHEZ PEREZ

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DATED: June 28, 2022

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