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individually, and on behalf of others

similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

ANTOINE BROOKS individually, and on
behalf of others similarly situated

Plaintiff,

vs.

RECOLOGY VALLEJO, a Corporation;
RECOLOGY SAN FRANCISCO, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants

CASE NO.:

[DRAFT] COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

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5. PLAINTIFF brings this action on behalf of himself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT RECOLOGY VALLEJO, is and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT RECOLOGY VALLEJO, a corporation is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT RECOLOGY VALLEJO, a corporation maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Vallejo, State of California.

7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT RECOLOGY SAN FRANCISCO, is and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT RECOLOGY SAN FRANCISCO, a corporation is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT RECOLOGY SAN FRANCISCO, a corporation maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the State of California.

8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were

1 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
2 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
3 when ascertained.

4 9. At all relevant times herein, DEFENDANTS were the joint employers of
5 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
6 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
7 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
8 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
9 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
10 Defendant, and each was the alter ego of the other.

11 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
12 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
13 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
14 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
15 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
16 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
17 failing to properly maintain records; failing to provide accurate itemized statements for each pay
18 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
19 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
20 violation of the California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

21 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one
22 of the acts and omissions alleged herein were performed by, and/or attributable to, all
23 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
24 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
25 and scope of said agency, employment and/or direction and control.

26 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
27 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
28 provision regulating minimum wages or hours and days of work in any order of the Industrial

1 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

2 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
3 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
4 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
5 Court.

6 **CLASS ACTION DESIGNATION**

7 14. This action is appropriately suited for a Class Action because:

8 a. The potential class is a significant number. Joinder of all current and
9 former employees individually would be impractical.

10 b. This action involves common questions of law and fact to the potential
11 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
12 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
13 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
14 business practices arising from such violations.

15 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
16 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
17 IWC wage order, and the Business and Professions Code.

18 d. PLAINTIFF is able to fairly and adequately protect the interests of all
19 members of the class because it is in her best interests to prosecute the claims alleged herein to
20 obtain full compensation due to them for all services rendered and hours worked.

21 **FIRST CAUSE OF ACTION**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

24 **(Against all DEFENDANTS)**

25 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
26 allegations in the foregoing paragraphs.

27 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
28 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS

1 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
2 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
3 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
4 § 226.7, 512 and IWC Order No. 4-2001, § 11.

5 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
6 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
7 not provided with a meal period, in accordance with the applicable wage order, one additional
8 hour of compensation at each employee's regular rate of pay for each workday that a meal period
9 was not provided.

10 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
11 1197, and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS
12 MEMBERS for all hours worked during their meal periods.

13 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
14 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
15 earned and due, interest, penalties, expenses, and costs of suit.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Provide Required Rest Periods**

18 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]**

19 **(Against all DEFENDANTS)**

20 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
25 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

26 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
27 Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
28 provided with a rest period, in accordance with the applicable wage order, one additional hour of

1 compensation at each employee's regular rate of pay for each workday that a rest period was not
2 provided.

3 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
4 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
5 earned and due, interest, penalties, expenses, and costs of suit.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay Overtime Wages**

8 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

9 **(Against all DEFENDANTS)**

10 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in the foregoing paragraphs.

12 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-
13 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
14 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
15 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
16 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
17 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
18 on the seventh consecutive day of work in any workweek.

19 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
20 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
21 Order No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
22 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
23 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
24 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
25 California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting
26 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
27 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
28 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to

properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

27. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]

(Against all DEFENDANTS)

29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,

1 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
2 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
3 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
4 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
5 period; and other methods to be discovered.

6 32. DEFENDANTS' conduct described herein violates California Labor Code §§
7 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
8 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
9 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
10 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
11 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
12 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

15 **[Cal. Labor Code §§ 201, 202, 203]**

16 **(Against all DEFENDANTS)**

17 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
20 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
21 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
22 and unpaid at the time of discharge are due and payable immediately.

23 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
24 required to pay all accrued wages due to an employee no later than 72 hours after the employee
25 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
26 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

27 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
28 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is

1 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
2 compensation to the employee at the same rate for up to 30 workdays.

3 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
4 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
5 California Labor Code §§ 201 and 202.

6 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
7 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
8 together with interest thereon, as well as other available remedies.

9 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
11 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
12 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
13 to California Labor Code §§ 1194 and 2699.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Maintain Required Records**

16 **[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
21 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
22 DEFENDANTS knowingly and intentionally failed to maintain records as required under
23 California Labor Code §§ 226, 1174, and IWC Wage Order No. 4-2001, § 7, including but not
24 limited to the following records: total daily hours worked by each employee; applicable rates of
25 pay; all deductions; meal periods; time records showing when each employee begins and ends
26 each work period; and accurate itemized statements.

27 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
28 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at

trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]

(Against all DEFENDANTS)

43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 4-2001, § 7.

45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

46. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 48. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 50. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

26 **(Against all DEFENDANTS)**

27 51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
28 allegations in the foregoing paragraphs.

1 52. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
4 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
5 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
6 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
7 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
9 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
11 under California Business and Professions Code § 17200 et seq.

12 53. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
15 CLASS MEMBERS.

16 54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
17 rest periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 55. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
25 MEMBERS.

26 56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5 **TENTH CAUSE OF ACTION**

6 **Representative Action for Civil Penalties**

7 **[Cal. Labor Code §§ 2698–2699.5]**

8 **(Against All DEFENDANTS)**

9 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the
10 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
11 subparagraphs thereto.

12 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
13 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
14 current and former employees of DEFENDANTS pursuant to the procedures specified in
15 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
16 by DEFENDANTS and the alleged violations of the California Labor Code were committed
17 against PLAINTIFF and CLASS MEMBERS.

18 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
19 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
20 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
21 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a
22 representative action for the violations set forth above, including but not limited to violations of
23 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
24 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
25 fees and costs pursuant to California Labor Code § 2699(g)(1).

26 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
27 August 27, 2021 by online filing to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California

1 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
2 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
3 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

4 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in
5 California Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
8 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
9 and each of them, as follows:

- 10 1. For compensatory damages in an amount to be ascertained at trial;
- 11 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
12 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 13 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
14 and IWC Wage Order No. 4-2001;
- 15 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 16 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
17 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
18 from engaging in the unlawful business practices complained of herein;
- 19 6. For waiting time penalties pursuant to California Labor Code § 203;
- 20 7. For statutory and civil penalties according to proof, including but not limited to all
21 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 22 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
23 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
24 provision providing for pre-judgment interest;
- 25 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
26 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
27 providing for attorneys' fees and costs;
- 28 10. For declaratory relief;

1 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
2 Seventh, Eighth, and Ninth Causes of Action as a class action;

3 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
4 counsel as class counsel; and

5 13. For such further relief that the Court may deem just and proper.

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7 DATED: August 27, 2021

Respectfully submitted,

8 **MATERN LAW GROUP, PC**

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10 By: _____

11 Matthew J. Matern
12 Tagore O. Subramaniam
13 Attorneys for Plaintiff
14 ANTOINE BROOKS individually, and on
15 behalf of other persons similarly situated

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DATED: August 27, 2021

MATERN LAW GROUP, PC

Matthew J. Matern
Tagore O. Subramaniam
Attorneys for Plaintiff
ANTOINE BROOKS individually, and on
behalf of other persons similarly situated