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on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ISRAEL JACOBO PONCE DE LEÓN,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

TURN AROUND COMMUNICATIONS,
INC., a California corporation; and DOES
1 through 100, inclusive,

Defendant(s).

CASE NO.: 21STCV31565

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

[Amended as a matter of right pursuant to Labor
Code § 2699.3(a)(2)(C)]

Assigned for all purposes to:
Hon. David S. Cunningham
Dept.: SS-11

1. Failure to Pay Wages, Including Minimum and Overtime Wages;
2. Failure to Provide Meal Breaks;
3. Failure to Provide Rest Breaks;
4. Failure to Reimburse Business Expenses;
5. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a));
6. Failure to Pay Wages at Termination (Lab. Code §§ 201-203);
7. Violations of the Unfair Competition Law (Bus. & Prof. Code §§ 17200-17208); and
8. Enforcement of the Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*).

JURY TRIAL DEMANDED

11/17/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Concepcion Deputy

1 Plaintiffs ISRAEL JACOBO PONCE DE LEÓN (“Mr. León”) and ALFONSO GUZMAN
2 (“Mr. Guzman”) (collectively, “Plaintiffs”), on behalf of themselves and all others similarly
3 situated, hereby bring this First Amended Class and Representative Action Complaint (“FAC”)
4 against Defendants, TURN AROUND COMMUNICATIONS, INC. (“TA Communications”), a
5 California corporation, and DOES 1 through 100, inclusive (collectively referred to herein as
6 “Defendants”) and alleges as follows:

7 **INTRODUCTION**

8 1. This proposed class action, pursuant to California Code of Civil Procedure section
9 382, is brought on behalf of all persons currently or formerly employed as non-exempt employees
10 in California by Defendants. The non-exempt employees currently or were formerly employed by
11 Defendants within the State of California are hereinafter referred to individually as “Class
12 Members” and collectively as the “Class” or “Classes,” and includes those who worked for
13 Defendants any time from March 1, 2017, through the date of class certification, or as applicable,
14 through the date of the final disposition of this action (“Relevant Liability Period”). The applicable
15 statutes of limitation were tolled between April 6, 2020, and October 1, 2020, pursuant to the
16 California Rules of Court, Appendix I, Emergency Rule 9.

17 2. Plaintiffs also bring this representative action pursuant to Labor Code sections 2698,
18 *et seq.* (the “PAGA”), against Defendants, on behalf of themselves individually and other similarly-
19 aggrieved employees who are and were employed by Defendants as non-exempt employees
20 throughout California during the PAGA Period. The “PAGA Period” is defined as March 1, 2020,
21 through date of entry of judgment. The applicable statutes of limitation were tolled between April
22 6, 2020, and October 1, 2020, pursuant to the California Rules of Court, Appendix I, Emergency
23 Rule 9.

24 3. The proposed class action on behalf of Plaintiffs and proposed Class Members
25 seeks, *inter alia*, compensation for failure to pay for all hours worked and payment of all unpaid
26 wages, including minimum and overtime wages, failure to provide meal breaks, failure to provide
27 rest breaks, failure to reimburse business expenses, itemized wage statement penalties, waiting time
28 penalties, injunctive relief and other remedies under California’s Unfair Competition Law, interest,

1 and reasonable attorneys' fees and costs. Plaintiffs' action is brought under, *inter alia*, the Industrial
2 Welfare Commission Wage Orders and applicable California Code of Regulations, Business &
3 Professions Code sections 17200 *et seq.*, Civil Code section 3289, and Labor Code sections 201-
4 204, 210, 218, 218.5, 218.6, 221, 225.5, 226(a), 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2,
5 1197, 1198, 1199, and 2802.

6 4. Under California Business and Professions Code ("Cal. Bus. & Prof. Code")
7 sections 17200 *et seq.*, and pursuant to the class action procedures provided for in this statute,
8 Plaintiffs, on behalf of themselves and the proposed Class, also seek restitution of all benefits
9 Defendants have received from, including but not limited to, its failure to pay compensation due
10 for all hours worked, its unlawful deduction of wages, its failure to maintain proper records of hours
11 worked, and its failure to issue accurate itemized wage statements.

12 **JURISDICTION AND VENUE**

13 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
14 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
15 in all cases except those given to other trial courts. Plaintiffs seek damages in this case in an amount
16 exceeding the jurisdictional minimum of this Court. The Court also has jurisdiction over certain
17 causes of action pursuant to Cal. Bus. & Prof. Code sections 17203 and 17204, which provide for
18 exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

19 6. This Court has jurisdiction over Defendants because they are an individual residing
20 in the State of California, a corporation or association organized under the laws of the State of
21 California, an association authorized to do business in California and registered with the California
22 Secretary of State, or does sufficient business in California, has sufficient minimum contacts with
23 California or otherwise intentionally avails itself of the laws and markets of California, through the
24 promotion, sale, marketing and distribution of its products and/or services in California, to render
25 the exercise of jurisdiction by the California courts permissible.

26 7. Venue in Los Angeles County is proper under Cal. Bus. & Prof. Code section 17203
27 and California Code of Civil Procedure section 395.5 because Defendants have their principal place
28 of business in this county, a substantial part of Defendants' unlawful conduct occurred in this

County, Defendants had and has on-going projects in this County, Defendants conduct substantial business in this County, and/or Defendants' liability arose in this County. The relief requested is within the jurisdiction of this Court.

PARTIES

8. Plaintiff ISRAEL JACOBO PONCE DE LEÓN is an individual who resides in Los Angeles County, California and was employed by Defendants in California from in or around 2017 through in or around December 2020.

9. Plaintiff ALFONSO GUZMAN is an individual who resides in Ventura County, California and was employed by Defendants in California from in or around February 2017 through in or around March 10, 2021.

10. Plaintiffs were, at all relevant times herein, employed by Defendants as Electricians, and were non-exempt employees, who were paid an hourly wage and/or on a piece rate basis as defined by all applicable Industrial Welfare Commission Wage Orders ("Wage Order(s)").

11. During their tenure with Defendants, Plaintiffs were not paid for all hours worked, were not paid all overtime wages, were not paid for all rest periods or other non-productive time when paid on a piece-rate basis, were not paid the proper rates of compensation, did not receive all lawful meal and rest breaks, incurred unreimbursed business expenditures, received inaccurate itemized wage statements, and witnessed other employees who, like themselves, were subjected to Defendants' unlawful pattern, practice, and policy in violation of California law.

12. Plaintiffs are informed, believe and thereon allege that, at all relevant times, Defendant TA Communications was and is a California corporation with its principal place of business located at 100 N. Barranca, Suite 260, West Covina, CA 91791. TA Communications was and is in the business of providing telecommunication services. As part of its business, TA Communications employs hourly non-exempt employees. TA Communications regularly conducts business within the State of California and derives substantial revenues from goods consumed or services rendered in California. TA Communications is, and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiffs are informed, believe, and thereon allege that the practices and policies that are complained of by way of this FAC were also present at TA

1 Communications throughout the entire Relevant Liability Period.

2 13. Plaintiffs are unaware of the true names and capacities of those Defendants
3 identified as DOES 1 through 100. Therefore, Plaintiffs identify those Defendants fictitiously.
4 Plaintiffs are informed, believe and thereon allege that at all relevant times each DOE Defendant
5 was a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of
6 Defendants, and each related entity, and was acting with the knowledge and authorization of each
7 of the other Defendants. Plaintiffs will seek to amend this FAC to allege the true names and
8 capacities of each DOE Defendant when their names have been ascertained and identified.
9 Plaintiffs are informed, believe and thereon allege that each of the Defendants sued as DOES 1
10 through 100 participated in, received the benefit of, or was in some way responsible for one or more
11 of the wrongful acts and omissions and some portion of the damages alleged herein.

12 14. Plaintiffs are informed, believe and thereon allege that Defendants, each and all of
13 them, at all times material hereto, were the joint employers, parent companies, successor
14 companies, predecessors in interest, affiliates, agents, employees, servants, joint ventures,
15 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants.
16 The Defendants, unless otherwise alleged, at all times material hereto, performed all acts and
17 omissions alleged herein within the course and scope of said relationship, and are a proximate cause
18 of Plaintiffs' damages as herein alleged.

19 15. Plaintiffs are informed, believe and thereon allege, that there exists a unity of interest
20 in ownership between Defendants and DOES 1 through 100, inclusive, such that any individuality
21 and separateness between the individual and the corporation does not exist, as Defendants, and
22 DOES 1 through 100, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
23 herein were mere shells, instrumentalities and conduits through which DOES 1 through 100,
24 inclusive, carried out their business in the business name, exercising complete control and
25 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
26 through 100, inclusive, as devices to avoid individual liability and in place of Defendants, and
27 DOES 1 through 100, inclusive, and were without the financial solvency and responsibility required
28 by law; and (3) that all of the assets of the Defendants have been transferred to DOES 1 through

1 100, inclusive, or some other individual or entity which he or she owns or controls, with the intent
2 to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
3 Plaintiffs are informed, believe and thereon allege, that there exists a principle-agency relationship
4 between and among Defendants.

5 16. At all relevant times herein, Defendants were agents of each other and acting within
6 the course and scope of their agency.

7 **JOINT EMPLOYER**

8 17. Plaintiffs are informed, believe and thereon allege that, at all times mentioned
9 herein, the named Defendant TA Communications, DOES 1 through 100, and each of them, were
10 acting as the agent and/or employee of each remaining defendant, and were acting within the course
11 and scope of said principal-agency and/or employment relationship, and directed, authorized and/or
12 ratified the conduct set forth in detail herein. Plaintiffs are informed, believe and thereon allege
13 that each of the fictitiously named Defendants is responsible in some manner for the occurrences
14 herein alleged herein and that Plaintiffs' and the Class Members' damages, as alleged herein, were
15 proximately caused by such Defendants, and each of them.

16 18. Plaintiffs are informed, believe and thereon allege that Defendant and Does 1
17 through 100, inclusive, were, at all times pertinent hereto, joint employers of the named Plaintiffs,
18 and other members of the Class, as they exercised joint control over and/or right to assign, place
19 and/or supervise the Class Members' work or working conditions, maintained joint authority to
20 hire and fire employees, supervised and controlled employee work schedules and employment
21 conditions, determined rate and method of payment, and/or jointly maintained employment records.

22 19. Plaintiffs are informed, believe and thereon allege that at all times relative hereto,
23 Plaintiffs and the Class Members performed work that simultaneously benefitted Defendant and
24 Does 30 through 75, inclusive.

25 20. Plaintiffs are informed, believe and thereon allege that at all times pertinent hereto,
26 there existed an arrangement between Defendant and Does 1 through 100, inclusive, to share the
27 employees' services, and each Defendant acted, either directly or indirectly, in the interest of their
28 fellow Defendants in relation to the employment of Plaintiffs and the Class Members.

CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND

21. Plaintiffs bring this action individually and as a class action on behalf of a proposed Class defined as follows:

All current and former employees who worked for Defendants in the State of California, at any time between March 1, 2017, through the date of class certification, or as applicable, through the date of final disposition of this action.

22. The Class is comprised of the following Sub-Class:

(a) Waiting Time Sub-Class: Those members of the Class no longer employed by Defendants, who separated from their employment with Defendants at any time between March 1, 2018, and the date of class certification and were not paid all earned wages and compensation immediately upon their termination or within 72 hours of their resignation.

23. Plaintiffs reserve the right pursuant to California Rules of Court Rule 3.764 and 3.765, to amend or modify the respective definitions of the Class and/or Sub-Classes to provide greater specificity and/or further division into subclasses or limitation to particular issues.

24. This action is brought, and may properly be maintained, as a class action pursuant to California Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation, and the proposed class is easily ascertainable. This action presents questions of common interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of this provision.

25. Plaintiff and Class Representative, ISRAEL JACOBO PONCE DE LEÓN, was employed by Defendants from in or around 2017 through in or around December 2020, as a member of the Class.

26. Plaintiff and Class Representative, ALFONSO GUZMAN, was employed by Defendants from in or around February 2017 through in or around March 10, 2021, as a member of the Class.

27. Plaintiffs are informed, believe and thereon allege that during the Relevant Liability Period, Defendants have consistently maintained and enforced against Plaintiffs and the Class Members the following unlawful practices and policies, including but not limited to: (a) willfully

1 refusing to pay Plaintiffs and the Class Members all of their earned wages and compensation,
2 including minimum and overtime wages as required by both the Labor Code and all applicable
3 Wage Orders, by requiring, *inter alia*, Plaintiffs and the Class Members to work “off-the-clock” to
4 complete their job duties, failing to compensate Plaintiffs and the Class Members for their true total
5 hours worked, failing to compensate Plaintiffs and Class Members for all rest periods or other non-
6 productive time when paid on a piece-rate basis, and/or failing to compensate Plaintiffs and the
7 Class Members at the lawful rates of pay; (b) willfully refusing to provide Plaintiffs and the Class
8 Members all entitled meal breaks, or premium compensation in lieu thereof; (c) willfully refusing
9 to provide Plaintiffs and the Class Members all entitled rest breaks, or premium compensation in
10 lieu thereof; (d) willfully refusing to provide Plaintiffs and the Class Members full reimbursement
11 for all necessary business expenditures; (e) willfully failing to furnish to Plaintiffs and the Class
12 Members accurate Labor Code section 226 compliant wage statements; and (f) willfully failing to
13 timely pay Plaintiffs and the Class Members all of their earned wages, compensation and benefits
14 immediately at the termination of their employment or within seventy-two (72) hours of their
15 resignation.

16 28. Plaintiffs are informed, believe and thereon allege, that Defendants currently
17 employ, and during the Relevant Liability Period have employed, over 100 employees in the State
18 of California in non-exempt positions.

19 29. At all relevant times herein, the named Plaintiffs and the Class Members were
20 employed by Defendants and were paid, on information and belief, on an hourly and/or piece-rate
21 basis.

22 30. Defendants’ non-exempt employees spend the majority of their time doing routine,
23 non-discretionary tasks. These duties occupy more than 50% of the work time.

24 31. Plaintiffs are informed, believe and thereon allege that Defendants’ actions as
25 described throughout this FAC were willful.

26 32. Plaintiffs are informed, believe and thereon allege that Defendants willfully failed
27 to pay the legal wages when each such employee quit or was discharged.

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9 35. Plaintiffs, on behalf of themselves and all Class Members, seek to enforce important
10 rights affecting the public interest as defined under Code of Civil Procedure section 1021.5.

37. Defendants have failed to comply with section(s) 2 and/or 4 of the California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period pursuant to Labor Code section 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Class Members.

38. The Class is so numerous that the individual joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs are informed,

1 believe and thereon allege that the Class includes more than 100 persons.

2 39. A class action is the only available method for the fair and efficient adjudication of
3 this controversy. The members of the Class are so numerous that joinder of all members is
4 impractical, if not impossible. The identity of Class Members can be determined upon analysis of,
5 *inter alia*, employee and payroll records maintained by Defendants.

6 **COMMONALITY**

7 40. Common questions of fact and law exist as to all members of the Class that
8 predominate over any questions affecting only individual Class Members. These common legal and
9 factual questions, which do not vary from Class Member to Class Member and which may be
10 determined without reference to the individual circumstances of any Class Member include, but are
11 not limited to, the following:

12 (a) whether Defendants, in violation of the applicable Labor Codes and Wage
13 Orders, failed to pay Plaintiffs and Class Members the applicable minimum wage for all hours
14 worked and in a timely manner;

15 (b) whether Defendants, in violation of the applicable Labor Codes and Wage
16 Orders, failed to pay Plaintiffs and Class Members the applicable overtime wage for such hours
17 worked and in a timely manner;

18 (c) whether Defendants, in violation of the applicable Labor Codes and Wage
19 Orders, failed to pay Plaintiffs and Class Members at the applicable lawful rates of pay for all
20 regular, overtime, and non-productive hours;

21 (d) whether Defendants, in violation of the applicable Labor Codes and Wage
22 Orders, failed to provide Plaintiffs and Class Members meal and rest breaks, or premium
23 compensation in lieu thereof;

24 (e) whether Defendants, in violation of the applicable Labor Codes and Wage
25 Orders, failed to provide Plaintiffs and Class Members reimbursement for all necessary business
26 expenditures incurred in connection with their employment with Defendants;

27 (f) whether Defendants, in violation of the applicable Labor Codes, Wage
28 Orders, and California common law, failed to pay Plaintiffs and Class Members for all of their

1 hours worked, including but not limited to, failing to pay for off-the-clock work, and failing to pay
2 for the true hours worked by Plaintiffs and Class Members;

3 (g) whether Plaintiffs and formerly-employed Class Members are entitled to
4 “waiting time” penalties pursuant to Labor Code section 203;

5 (h) whether Defendants, in violation of Labor Code sections 201-204, failed to
6 timely pay Plaintiffs and Class Members all wages due during their employment and upon
7 termination or resignation;

8 (i) whether Defendants, in violation of Labor Code sections 226 and 1174,
9 systematically failed to keep and provide accurate records of all of the hours worked by Plaintiffs
10 and Class Members and their applicable hourly rates;

11 (j) whether members of the Class are entitled to restitution under Cal. Bus. &
12 Prof. Code sections 17200 *et seq.*;

13 (k) what were and are the policies, programs, practices, procedures and
14 protocols of Defendants regarding Class Members’ actual work and tasks, and their job duties
15 irrespective of job titles;

16 (l) the proper measure of damages sustained and the proper measure of
17 restitution recoverable by the Class Members;

18 (m) what amounts Plaintiffs and Class Members are entitled to receive in interest
19 on unpaid compensation due and owing to them; and

20 (n) additional common questions of law and fact may develop as the litigation
21 progresses.

22 **TYPICALITY**

23 41. Plaintiffs are informed, believe and thereon allege that Plaintiffs’ claims are typical
24 of the claims of the Class because: they sustained injuries and damages arising out of and caused
25 by Defendants’ unlawful policies and practices; they arise out of the same course of conduct by
26 Defendants; are based upon the same legal theories as the claims of the Class; and the legal issues
27 raised under the California state laws as a result of Defendants’ conduct apply equally to Plaintiffs
28 and the Class Members.

ADEQUACY OF REPRESENTATION

42. Plaintiffs are adequate representatives of the Class, in that their claims are typical of those of the Class. Plaintiffs have no conflicts of interest with their fellow members of the Class and will be able to fairly and adequately protect the interests of all members of the Class. Plaintiffs have the same interests in the litigation of this case as the Class Members, and are committed to vigorous prosecution of this case and have retained competent counsel experienced in class action and wage and hour litigation of this nature. Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to the Class as a whole and anticipate no management difficulties in this litigation.

PREDOMINANCE

43. Defendants have engaged in a common course of wage and hour abuse toward Plaintiffs and Class Members. The common issues arising from this conduct that affect Plaintiffs and Class Members predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

SUPERIORITY OF CLASS ACTION

44. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. Moreover, individual actions by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented herein, presents fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each Class Member.

45. Defendants have acted or refused to act in respects generally applicable to the Class, thereby making appropriate relief with regard to the Class as a whole, as requested herein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(FAILURE TO PAY ALL EARNED WAGES, INCLUDING MINIMUM AND
OVERTIME WAGES)**

(Against All Defendants)

46. Plaintiffs incorporate all previous paragraphs of this FAC as though fully set forth herein.

47. Pursuant to Labor Code section 218, a plaintiff may bring a civil action for unpaid wages due directly against the employer.

48. At all times herein relevant, the applicable Wage Orders and applicable California Code of Regulations have applied and continue to apply to Plaintiffs and the Class Members' employment with Defendants. The applicable Wage Orders and applicable California Code of Regulations state that "every employer shall pay to each employee wages . . . for all hours worked."

49. "Hours worked" is defined by section 2 of the applicable Wage Orders as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

50. At all times pertinent hereto, Labor Code section 1194 provided: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage...applicable to the employee 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."

51. At all times pertinent hereto, Labor Code section 1194.2 provides for the recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at the rate specified in Civil Code section 3289.

52. At all times pertinent hereto, Labor Code section 1197 provides that the payment of a lower wage than the minimum wage fixed by under applicable state or local law is unlawful.

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1 53. At all times pertinent hereto, Labor Code section 1198 prohibits employers from
2 requiring its employees to work longer hours or under conditions of labor prohibited by an order of
3 the Industrial Welfare Commission is unlawful.

4 54. At all times pertinent hereto, Labor Code section 510 and the applicable Wage
5 Orders require the payment of wages at a rate of one-half times the regular rate of pay for work in
6 excess of eight (8) hours in one workday and/or forty (40) hours in one workweek, and the payment
7 of wages at a rate of two times the regular rate of pay for work in excess of twelve (12) hours in
8 one workweek.

9 55. Plaintiffs are informed, believe and thereon allege that throughout the Relevant
10 Liability Period, Defendants unlawfully failed to pay Plaintiffs and the Class for all of their hours
11 worked as a result of Defendants' labor policies and practices, including, but not limited to: (a)
12 requiring Plaintiffs and the Class Members to perform off-the-clock work by instructing Plaintiffs
13 and the Class Members to clock out after performing approximately eight (8) hours of work, and
14 thereafter requiring them to continue working, often for up to an additional six (6) hours, and
15 thereby failing to compensate Plaintiffs and the Class Members for this time; and (b) requiring
16 Plaintiffs and the Class Members to falsify time records to show they stopped working after
17 approximately eight (8) hours of work so as to falsely record time worked by Plaintiffs and the
18 Class Members despite the fact that they continued to work during said period not recorded and not
19 accounting for off-the-clock-work. To the extent Plaintiffs and Class Members were paid on a
20 piece-rate basis, Defendants failed to pay separately for all rest periods or other non-productive
21 time. As a result of Defendants' unlawful actions, Defendants substantially reduced the earned
22 hours worked for which Plaintiffs and the Class Members received compensation, and improperly
23 changed payment of hours that should have been compensated based on their regular rate of pay.

24 56. Plaintiffs are informed, believe and thereon allege that throughout the Relevant
25 Liability Period, Plaintiffs and Class Members typically worked five (5) days per week, and
26 typically between eleven (11) and sixteen (16) hours per day. Plaintiffs are informed, believe and
27 thereon allege that as a result of Defendants' labor policies and practices, Defendants not only failed
28 to compensate Plaintiffs and Class Members for their true hours worked, but further failed to

1 provide all applicable overtime compensation and pay all wages at the lawful rates of
2 compensation.

3 57. Plaintiffs are informed, believe and thereon allege that throughout the Relevant
4 Liability Period, Plaintiffs and Class Members received multiple rates of pay in the form of
5 nondiscretionary “productivity bonuses.” Plaintiffs are informed, believe and thereon allege that
6 Defendants failed to consider these nondiscretionary “productivity bonuses” when calculating the
7 regular rate of pay for Plaintiffs and Class Members. Accordingly, those overtime premiums that
8 were paid were deficient by virtue of failing to incorporate the proper regular rate of pay for
9 Plaintiffs and Class Members, and those overtime premiums that were not paid should have been
10 paid upon a proper regular rate consideration of all nondiscretionary bonuses.

11 58. Plaintiffs are informed, believe and thereon allege that Defendants, by and through
12 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,
13 and/or ratified the conduct herein alleges with intent to deprive the Plaintiffs and the Class of
14 monies to which they were and are entitled under California law, so as to increase Defendants’
15 profits, notwithstanding clear statutory obligations, including those which carry criminal penalties
16 for noncompliance.

17 59. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
18 herein, Plaintiffs and the Class Members have sustained damages, including loss of earnings, in an
19 amount to be established at trial, plus prejudgment interest pursuant to statute.

20 60. Pursuant to Labor Code sections 1194 and 1199, Plaintiffs and Class Members are
21 entitled to, and seek to, recover unpaid minimum wage and/or regular rate compensation, and other
22 unpaid wages, plus interest, penalties, attorneys’ fees and costs. The specific amounts are to be
23 determined at trial.

24 61. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
25 relief as described herein and below.

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SECOND CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIODS)
(Against All Defendants)

62. Plaintiffs incorporate all previous paragraphs of this FAC as though fully set forth herein.

63. At all times pertinent hereto, the applicable Wage Orders and Labor Code § 512 require an employer to provide a duty-free, uninterrupted, thirty-minute meal period prior to the start of the sixth hour of work, and a second, duty-free, uninterrupted, thirty-minute meal period prior to the start of the eleventh hour of work.

64. At all times pertinent hereto, the applicable Wage Orders and Labor Code section 226.7 requires an employer to pay an additional one (1) hour of compensation at the employee's regular rate of pay for each workday in which an employer fails to meet its obligations with respect to providing meal periods.

65. Plaintiffs are informed, believe and thereon allege that Plaintiffs and the Class routinely worked shifts in excess of six (6) hours, and often work shifts in excess of twelve (12) hours. Despite working these hours, Defendants maintained a policy or practice of prioritizing work demands over allowing employees to take compliant meal periods. Plaintiffs and Class Members were unable to take all compliant meal periods, including a meal period starting before the end of the fifth hour of work, or a second meal period starting before the end of the tenth hour of work, because the meal periods were missed, late, and/or interrupted. Plaintiffs and Class Members were frequently required to take their meal periods while driving between various work locations. Defendants, however, failed to pay Plaintiffs and Class Members meal period premiums for non-compliant or missed meal periods.

66. Plaintiffs are informed, believe and thereon allege that Defendants failed to meet its obligations to Plaintiffs and the Class under the applicable Wage Orders and all relevant provisions of the Labor Code with respect to providing meal periods, or premium compensation in lieu thereof, to Plaintiffs and the Class.

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1 67. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
2 relief as described herein and below.

3 **THIRD CAUSE OF ACTION**
4 **(FAILURE TO PROVIDE REST PERIODS)**
5 **(Against All Defendants)**

6 68. Plaintiffs incorporate all previous paragraphs of this FAC as though fully set forth
7 herein.

8 69. At all times pertinent hereto, the applicable Wage Orders requires an employer to
9 provide a duty-free, uninterrupted, ten-minute rest period for every four hours worked by an
10 employee, or greater fraction thereof.

11 70. At all times pertinent hereto, the applicable Wage Orders and Labor Code section
12 226.7 requires an employer to pay an additional one (1) hour of compensation at the employee's
13 regular rate of pay for each workday in which an employer fails to meet its obligations with respect
14 to providing rest periods.

15 71. Plaintiffs are informed, believe and thereon allege that Plaintiffs and the Class
16 routinely worked shifts in excess of three and a half (3½) hours, and often work shifts in excess of
17 twelve (12) hours. Despite working these hours, Defendants maintained a policy or practice of
18 prioritizing work demands over allowing employees to take compliant rest periods. Plaintiffs and
19 Class Members were unable to take all compliant rest periods because they were missed, late, and/or
20 interrupted. Defendants, however, failed to pay Plaintiffs and Class Members rest period premiums
21 for non-compliant or missed rest periods.

22 72. Plaintiffs are informed, believe and thereon allege that Defendants failed to meet its
23 obligations to Plaintiffs and the Class under the applicable Wage Orders and all relevant provisions
24 of the Labor Code with respect to providing rest periods, or premium compensation in lieu thereof,
25 to Plaintiffs and the Class.

26 73. WHEREFORE, Plaintiffs and the Class Members they seek to represent request
27 relief as described herein and below.

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FOURTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENDITURES)

(Against All Defendants)

74. Plaintiffs incorporate all previous paragraphs of this FAC as though fully set forth herein.

75. At all times pertinent hereto, Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

76. Plaintiffs are informed, believes and thereon alleges that Plaintiffs and the Class incurred multiple business expenditures which Defendants failed to reimburse, including (1) vehicle expenses related to traveling between different locations during workdays, (2) uniform purchase and maintenance, (3) personal cell phone usage to communicate with supervisors, and (4) purchasing of tools.

77. WHEREFORE, Plaintiffs and the Class Members they seek to represent request relief as described herein and below.

FIFTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

(Against All Defendants)

78. Plaintiffs incorporate by reference in this cause of action each allegation of all preceding paragraphs, as though fully set forth herein.

79. Section 226(a) of the Labor Code requires Defendants to provide accurate, itemized wage statements listing, in part, the employee's "(1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned..." and "... (8) the name and address of the legal entity that is the employer..." (Lab. Code § 226(a).)

80. Plaintiffs are informed, believe and thereon allege that Defendants have knowingly and intentionally failed to comply with Labor Code section 226(a) on each and every wage statement that should have been provided to Plaintiffs and the Class Members.

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1 81. As a result of the aforementioned violations of the Labor Code and the applicable
2 Wage Orders, wage statements issued to Plaintiffs and Class Members failed to list the gross wages,
3 net wages, and total hours worked in violation of Labor Code section 226(a)(1), (2), and (5).

4 82. Wage statements provided to Plaintiffs and Class Members fail to list the address of
5 the legal entity that is the employer. Instead of providing its legal address, Defendants provided
6 only a P.O. Box, in contravention of the plain meaning of “address” under Labor Code section
7 226(a)(8).

8 83. Labor Code section 226(e) provides that an employee suffering injury as a result of
9 a knowing and intentional failure by an employer to comply with Labor Code section 226(a) is
10 entitled to recover the greater of his or his actual damages or a penalty of \$50 for the initial pay
11 period in which a violation occurs and \$100 per employee for each violation in a subsequent pay
12 period (up to a maximum of \$4,000), in addition to attorneys’ fees and costs.

13 84. Section 1174 of the Labor Code requires Defendants to maintain and preserve, in a
14 centralized location, among other items, records showing the names and addresses of all employees
15 employed, payroll records showing the hours worked daily by, and the wages paid to, their
16 employees. Plaintiffs are informed, believe and thereon allege that Defendants have knowingly and
17 intentionally failed to comply with Labor Code section 1174. Defendants’ failure to comply with
18 Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

19 85. Section 7 of the Industrial Wage Commission (“IWC”) Wage Orders requires
20 Defendants to maintain time records showing, among other things, when the employee begins and
21 ends each work period, and total daily hours worked in an itemized wage statement, and must show
22 all deductions and reimbursements from payment of wages, and accurately report total hours
23 worked by Plaintiffs and the Class Members. Plaintiffs are informed, believe and thereon allege
24 that Defendants have knowingly and intentionally failed to comply with these Wage Orders.

25 86. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
26 wage statements to Plaintiffs and the Class Members in accordance with Labor Code section 226.
27 The statements provided to Plaintiffs and the Class Members have not accurately reflected actual
28 gross wages earned, and the total hours worked by employees. Plaintiffs and the Class are therefore

1 entitled to the damages and penalties provided for under Labor Code section 226(e).

2 87. WHEREFORE, Plaintiffs and the Class request relief as described herein and below.

3 **SIXTH CAUSE OF ACTION**

4 **(WAITING TIME PENALTIES)**

5 **(Against All Defendants)**

6 88. Plaintiffs incorporate by reference in this cause of action each allegation of all
7 preceding paragraphs, as though fully set forth herein.

8 89. Sections 201 and 202 of the Labor Code require Defendants to pay their employees
9 all wages due within 72 hours of termination of employment. Section 203 of the Labor Code
10 provides that if an employer willfully fails to timely pay such wages the employer must, as a
11 penalty, continue to pay the subject employees' wages until the back wages are paid in full or an
12 action is commenced. The penalty cannot exceed 30 days of wages.

13 90. Plaintiffs and the Class Members are entitled to compensation for all forms of wages
14 earned, including, but not limited to, wages earned but not paid, but to date have not received such
15 compensation, therefore entitling Plaintiffs and formerly-employed Class Members to Labor Code
16 section 203 penalties.

17 91. At all times pertinent hereto, California law, including, but not limited to, Labor
18 Code section 1194, provided that for any action brought for the nonpayment of wages, fringe
19 benefits, or health and welfare or pension fund contributions, the court shall award reasonable
20 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees
21 and costs upon the initiation of the action.

22 92. At all times pertinent hereto, Labor Code section 1194.2 provided that in any action
23 brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages
24 at the rate of interest specified in Civil Code section 3289(b), which shall accrue from the date that
25 the wages were due and payable.

26 93. More than 30 days have passed since affected Class Members have left Defendants'
27 employ, and on information and belief, they have not received payment pursuant to Labor Code
28 section 203. As a consequence of Defendants' willful conduct in not paying all earned wages,

1 Plaintiffs and certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
2 section 203 for failure to pay legal wages.

3 94. Plaintiffs and certain Class Members are also entitled to an additional 30 days'
4 wages as a penalty under Labor Code section 203 for willful failure to pay one hour's wages in lieu
5 thereof for denied rest and meal periods, together with interest thereon and attorneys' fees and
6 costs.

7 95. WHEREFORE, Plaintiffs and each Class they seek to represent request relief as
8 described herein and below.

9 **SEVENTH CAUSE OF ACTION**
10 **(UNFAIR BUSINESS PRACTICES)**
11 **(Bus. & Prof. Code sections 17200-17208)**
12 **(Against All Defendants)**

13 96. Plaintiffs incorporate in this cause of action each and every allegation of all
14 preceding paragraphs, as though fully set forth herein.

15 97. Plaintiffs bring this action on behalf of themselves and each and all members of the
16 general public, including the Class Members, pursuant to Cal. Bus. & Prof. Code sections 17200 *et*
17 *seq.* Defendants' conduct alleged below constitutes false, fraudulent, unlawful, unfair, and
18 deceptive business practices, in violation of Cal. Bus. & Prof. Code sections 17200 *et seq.*
19 Defendant engaged in unfair competition in violation of the Unfair Competition Law ("UCL") by
20 violating, *inter alia*, each of the following laws: each of these violations constitutes an independent
21 and separate violation of the UCL:

- 22 (i) Failure to pay for all hours worked or other non-productive time;
- 23 (ii) Failure to pay all wages at the proper rates of compensation;
- 24 (iii) Failure to provide meal periods;
- 25 (iv) Failure to provide rest periods;
- 26 (v) Violations of Labor code section 2802 (failure to reimburse business
- 27 expenditures);

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1 (vi) Violations of Labor Code sections 201 and 202 (failure to pay accrued wages
2 at termination or resignation);

3 (vii) Violations of Labor Code section 204 (failure to timely pay wages during
4 employment);

5 (viii) Violations of Labor Code section 226 (failure to provide accurate itemized
6 wage statements); and

7 (ix) Violations of all applicable Wage Orders.

8 98. Plaintiffs further bring this cause of action on behalf of the proposed Class, seeking
9 statutory relief to stop the misconduct of Defendants, as complained herein, and to compel
10 restitution and disgorgement of all profits obtained by Defendants through the unfair and unlawful
11 business practices described herein.

12 99. Defendants' course of conduct, acts, and practices in violation of the California laws
13 mentioned in the above paragraph constitute a separate and independent violation of the UCL.
14 Defendants' conduct described herein violates the policy or spirit of such laws or otherwise
15 significantly threatens or harms competition. The harm to Plaintiffs and the Class Members in
16 being wrongfully denied lawfully earned wages outweighs the utility, if any, of Defendants'
17 policies or practices and, therefore, Defendants' actions described herein constitute an unfair
18 business practice or act within the meaning of the UCL.

19 100. The conduct of Defendants, as alleged herein, constitutes unlawful practices as set
20 forth in Cal. Bus. & Prof. Code sections 17200, *et seq.* Specifically, Defendants conduct business
21 activities while failing to comply with California wage-and-hour laws and the California common
22 law and statutory law as described herein.

23 101. Section 17200 of the Cal. Bus. & Prof. Code prohibits unfair competition by
24 prohibiting unlawful, unfair, or fraudulent business practices or acts.

25 102. Defendants' failure to adopt policies in accordance with and/or adhere to these laws,
26 all of which are binding upon and burdensome to Defendants' competitors, engenders an unfair
27 competitive advantage for Defendants, thereby constituting an unfair business practice, as set forth
28 in Cal. Bus. & Prof. Code sections 17200, *et seq.*

1 103. Defendants' unlawful and unfair business practices as herein alleged has damaged
2 Plaintiffs and the Class Members of the proposed Class by wrongfully denying to them earned
3 wages, overtime pay, and meal and rest breaks and therefore was substantially injurious to Plaintiffs
4 and the Class.

5 104. Under the circumstances alleged, it would be inequitable and result in a miscarriage
6 of justice for Defendants to continue to retain the property of Plaintiffs and the members of the
7 Class, entitling Plaintiffs and the proposed Class to restitution of the unfair benefits obtained and
8 disgorgement of Defendants' ill-gotten gains.

9 105. Pursuant to Cal. Bus. and Prof. Code section 17203, as a direct and proximate result
10 of the unfair business practices of Defendants, Plaintiffs, individually, and on behalf of all
11 employees similarly situated, are entitled to equitable and injunctive relief, against such unlawful
12 practices in order to prevent future damage, for which there is no adequate remedy at law, and to
13 avoid a multiplicity of lawsuits. Plaintiffs and the Class Members' remedy includes full restitution
14 of all wages which have been unlawfully withheld from Plaintiffs and the Class Members as a result
15 of the business acts and practices described herein, and an order enjoining Defendants to cease and
16 desist from engaging in the practices described herein.

17 106. Plaintiffs, on behalf of themselves and the Class Members, seek restitution in the
18 amount of the respective unpaid wages earned and due.

19 107. Plaintiffs and Class Members also request any other such legal and equitable relief
20 from Defendants' unlawful and willful conduct as the Court deems just and proper, including
21 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent
22 practices alleged in this FAC.

23 108. Defendants are also liable to pay attorneys' fees and other applicable costs pursuant
24 to California Code of Civil Procedure section 1021.5 and other applicable law. Plaintiffs, on behalf
25 of themselves and Class Members, also seek recovery of attorneys' fees and costs of this action to
26 be paid by Defendants as provided by the UCL and Labor Code sections 218, 218.5 and 1194.

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109. As a result of Defendants' unlawful and unfair business practices, Plaintiffs and members of the proposed Class are entitled to and seek restitution and disgorgement, and other appropriate relief available under Cal. Bus. & Prof. Code sections 17200 et. seq.

110. WHEREFORE, Plaintiffs and the Class Members they seek to represent request relief as described herein and below.

EIGHTH CAUSE OF ACTION
(ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)
(Lab. Code §§, *et seq.*)
(Against all Defendants)

111. Plaintiffs incorporate in this cause of action each and every allegation of all preceding paragraphs, as though fully set forth herein.

112. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

113. On August 24, 2021, Plaintiff Mr. León gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website. More than 65 days has passed since Mr. León submitted his PAGA notice to the LWDA without notice from the LWDA. Accordingly, Mr. León has exhausted his administrative remedies and may amend his Complaint to add a PAGA cause of action.

114. On November 16, 2021, Plaintiffs Mr. León and Mr. Guzman filed an amended written notice, which only added Mr. Guzman as a claimant as to all claims and allegations in the August 24, 2021, letter.

115. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an

1 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
2 himself and other current or former employees pursuant to the procedures specified in Labor Code
3 section 2699.3.

4 116. For all provisions of the Labor Code except those for which a civil penalty is
5 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
6 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
7 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
8 pay period in which Defendants violated these provisions of the Labor Code.

9 117. The provisions of the Labor Code upon which Plaintiffs seek remedies available
10 under PAGA and which Defendants violated, during the PAGA Period include, but are not limited
11 to, the following:

12 (a) Violation of Labor Code sections 201-204, 210, 218, 221, 510, 558, 1182.12,
13 1194, 1194.2, 1197, 1197.1, 1198, and 1199 for failure to timely pay all earned wages (including
14 minimum, regular, and overtime wages) owed to Plaintiffs and other aggrieved employees during
15 employment and upon separation of employment as herein alleged;

16 (b) Violations of Labor Code sections 226.7 and 512, and the applicable Wage
17 Order, by failing to provide a duty-free, uninterrupted, thirty-minute meal period prior to the start
18 of the sixth hour of work, and a second duty-free, uninterrupted, thirty-minute meal period prior to
19 the start of the eleventh hour of work, or premium compensation in lieu thereof, to Plaintiffs and
20 other aggrieved employees during employment as herein alleged;

21 (c) Violations of Labor Code section 226.7 and the applicable Wage Order, by
22 failing to provide a duty-free, uninterrupted, ten-minute rest period for every four hours works, or
23 greater fraction thereof, or premium compensation in lieu thereof, to Plaintiffs and other aggrieved
24 employees during employment as herein alleged;

25 (d) Violation of Labor Code section 2802 for failure to provide Plaintiffs and
26 other aggrieved employees with full reimbursement of all necessary business expenditures suffered
27 during employment as herein alleged;

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1 (e) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
2 itemized wage statements to Plaintiffs and other aggrieved employees as herein alleged; and

3 (f) Violation of Labor Code section 1174 for failure to maintain accurate records
4 regarding the employment of Plaintiffs and other aggrieved employees as herein alleged.

5 118. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting
6 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission
8 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
9 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
10 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
11 for which the employee was underpaid.

12 119. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
13 either individually or as an officer, agent, or employee of another person, who pays or causes to be
14 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
15 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
16 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
17 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
18 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
19 pay period for which the employee is underpaid regardless of whether the initial violation is
20 intentionally committed.

21 120. As set forth above, Defendants have violated numerous provisions of the Labor
22 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiffs
23 also seek the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the
24 underpaid employees, and the State of California.

25 121. Plaintiffs are “aggrieved employees” because each was employed by the alleged
26 violators and had one or more of the alleged violations committed against them, and therefore are
27 properly suited to represent the interests of all other aggrieved employees.

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122. Plaintiffs have exhausted the procedural requirements under Labor Code section 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on behalf of themselves and all other aggrieved employees under the PAGA.

123. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

124. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, the proposed Class, and other aggrieved employees, pray for judgment and the following specific relief against Defendants as follows:

1. That the Court determine that this action may be maintained as a class action under California Code of Civil Procedure section 382;

2. That Plaintiffs be appointed the representatives of the Class Members;

3. That the attorneys of record for Plaintiffs whose names appear in this FAC be appointed Class Counsel;

4. For compensatory damages, including unpaid wages for all work for which they were not paid, in an amount according to proof with interest thereon;

5. For such general and special damages as may be appropriate;

6. For penalties, including, pursuant to Labor Code sections 203 and 226.

7. For pre-judgment interest;

8. For the amounts provided for in Labor Code section 226.7;

9. For attorney's fees and costs of suit, including expert fees pursuant to Labor Code sections 218.5, 218.6, 226, 1194.3, 2699(g)(1), and California Code of Civil Procedure section 1021.5;

10. For restitution as described in the cause of action under Cal. Bus. & Prof. Code sections 17200 *et seq.* above;

11. For permanent injunctive and declaratory relief described in the cause of action under Cal. Bus. & Prof. Code sections 17200 *et seq.* above;

12. A declaratory judgment that the practices complained of herein are unlawful under California state law;

13. Such other injunctive and equitable relief as the Court may deem proper;

14. That Plaintiffs and the Class be awarded damages for the amount of unpaid compensation (including compensation pursuant to Labor Code section 226.7), including interest thereon (Labor Code section 1194.2 and Civil Code section 3289), liquidated damages, and penalties subject to proof at trial;

15. For civil penalties pursuant to the PAGA; and

16. An award of such other and further relief as this Court may deem appropriate.

Dated: November 17, 2021

DAILY ALJIAN LLP

By: /s/ Justin E. D. Daily

Justin E. D. Daily

Reed Aljian

Simon Kwak

Joshua D. Klein

Attorneys for Plaintiffs Israel Jacobo Ponce
De León and Alfonso Guzman, on behalf of
themselves and all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby request a jury trial on the claims so triable.

Dated: November 17, 2021

DAILY ALJIAN LLP

By: /s/ Justin E. D. Daily

Justin E. D. Daily

Reed Aljian

Simon Kwak

Joshua D. Klein

Attorneys for Plaintiffs Israel Jacobo Ponce
De León and Alfonso Guzman, on behalf of
themselves and all others similarly situated