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

MAHO LAZO, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

PROTERRA OPERATING COMPANY, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV30663

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify for Necessary Business Expenses (Cal. Lab. Code §§ 2800 and 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

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1 Plaintiffs Maho Lazo, Anthony Diaz, Michele Thorne, Kathy Thai, Amar Khatib, and
2 Stephanie Bitetti (collectively, known as the “Plaintiffs”), based upon facts that either have
3 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants PROTERRA OPERATING
7 COMPANY, INC., PROTERRA, INC., and DOES 1 through 10 (hereinafter collectively referred
8 to as “Defendants”) for California Labor Code violations and unfair business practices stemming
9 from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime
10 wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to
11 timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify
12 employees for expenditures.

13 2. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib bring the First through Eighth
14 Causes of Action individually and as a class action on behalf of themselves and certain current and
15 former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class
16 Members,” and defined more fully below). The Class consists of Plaintiffs Lazo, Diaz, Thorne,
17 Thai, and Khatib and all other persons who have been employed by any Defendant in California
18 as an hourly-paid or non-exempt employee during the statute of limitations period applicable to
19 the claims pleaded here.

20 3. Plaintiffs Lazo, Diaz, Thorne, Thai, and Bitetti bring the Ninth Cause of Action as
21 a representative action under the California Private Attorneys General Act 2004 (“PAGA”) to
22 recover civil penalties that are owed to Plaintiffs, State of California, and past and present non-
23 exempt employees employed by Defendants in the State of California during the statute of
24 limitations period for their PAGA claim (hereinafter referred to as the “Aggrieved Employees”).

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1 4. Defendants own/owned and operate/operated an industry, business, and
2 establishment within the State of California, including Los Angeles County. As such and based
3 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
4 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
5 (“IWC”) Wage Orders, and the California Business & Professions Code.

6 5. Despite these requirements, throughout the statutory period, Defendants maintained
7 a systematic, company-wide policy and practice of:

- 8 (a) Failing to pay employees for all hours worked, including all minimum,
9 straight time, and overtime wages in compliance with the California Labor
10 Code and IWC Wage Orders;
11 (b) Failing to provide employees with timely and duty-free meal periods in
12 compliance with the California Labor Code and IWC Wage Orders, failing
13 to maintain accurate records of all meal periods taken or missed, and failing
14 to pay an additional hour’s pay for each workday a meal period violation
15 occurred;
16 (c) Failing to authorize and permit employees to take timely and duty-free rest
17 periods in compliance with the California Labor Code and IWC Wage
18 Orders, and failing to pay an additional hour’s pay for each workday a rest
19 period violation occurred;
20 (d) Willfully failing to pay employees all minimum, straight time, overtime,
21 meal period premium, rest period premium wages, and sick leave due within
22 the time period specified by California law when employment terminates;
23 (e) Failing to provide employees with accurate, itemized wage statements
24 containing all the information required by the California Labor Code and
25 IWC Wage Orders; and
26 (f) Failing to indemnify employees for expenditures incurred in direct discharge
27 of duties of employment.

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6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, Class, and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff Lazo is a resident of Los Angeles County, California who worked for Defendants in City of Industry, California as an hourly-paid, non-exempt employee from approximately December 2019 to approximately March 2020.

9. Plaintiff Bitetti was a California resident during her employment with Defendants. During her employment, she worked for Defendants in City of Industry, California from approximately July 2018 to approximately May 18, 2020.

10. Plaintiff Khatib was a California resident during his employment with Defendants. During his employment, he worked for Defendants in Burlingame, California from approximately August 2019 to February 2020.

11. Plaintiff Diaz was a California resident during his employment with Defendants. During his employment, he worked for Defendants in Burlingame, California from approximately March 2018 to April 2021.

12. Plaintiff Thorne was a California resident during her employment with Defendants. During her employment, she worked for Defendants in City of Industry, California from approximately January 2021 to April 2021.

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13. Plaintiff Thai was a California resident during her employment with Defendants. During her employment, she worked for Defendants in Burlingame, California from approximately February 2018 to September 2021.

14. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

15. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendants PROTERRA OPERATING COMPANY, INC. and PROTERRA, INC. are, and at all times herein mentioned, were:

- (a) Corporations qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employers of Plaintiffs and the current and/or former employer of the putative Class and Aggrieved Employees because Defendants PROTERRA OPERATING COMPANY, INC. and PROTERRA, INC. suffered and permitted Plaintiffs, Class, and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

16. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, Class, and Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

17. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, Class, and Aggrieved Employees in the State of California.

18. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Plaintiff Lazo worked for Defendants in California from approximately December 2019 to March 2020. Plaintiff Bitetti worked for Defendants in California from approximately July 2018 to May 18, 2020. Plaintiff Khatib worked for Defendants in California from approximately August 2019 to February 2020. Plaintiff Diaz worked for Defendants in California from approximately March 2018 to April 2021. Plaintiff Thorne worked for Defendants in California from approximately January 2021 to April 2021. Plaintiff Thai worked for Defendants in California from approximately February 2018 to September 2021. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

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1 20. Throughout Plaintiffs’ employment, Defendants failed to pay for all hours worked
2 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
3 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
4 properly calculate and pay sick leave, failed to timely pay all final wages to Plaintiffs when
5 Defendants terminated their employment, and failed to furnish accurate wage statements to
6 Plaintiffs. Plaintiffs’ experience working for Defendants was typical and illustrative.

7 21. Throughout the statutory period, Defendants maintained a policy and practice of not
8 paying Plaintiffs, Class, and Aggrieved Employees for all hours worked, including minimum,
9 straight time, and overtime wages. Defendants required Plaintiffs, Class, and Aggrieved
10 Employees to work “off-the-clock,” uncompensated, by, for example, requiring Plaintiffs, Class,
11 and Aggrieved Employees to work unpaid during legally required meal periods. Some of this
12 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
13 Defendants also failed to maintain accurate records of the hours Plaintiffs, Class, and Aggrieved
14 Employees worked.

15 22. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
16 Class, and Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-
17 free meal periods. Plaintiffs, Class, and Aggrieved Employees routinely worked through meal
18 periods “off-the-clock,” and Defendants frequently paid Plaintiffs, Class, and Aggrieved
19 Employees less than all their work time. Defendants also regularly, but not always, required
20 Plaintiffs, Class, and Aggrieved Employees to work in excess of five consecutive hours a day
21 without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of
22 work, or without compensating Plaintiffs, Class, and Aggrieved Employees for meal periods that
23 were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
24 continued to assert control over Plaintiffs, Class, and Aggrieved Employees by requiring,
25 pressuring, or encouraging them to perform work tasks which could not be completed without
26 working in lieu of taking mandatory meal periods, or by denying Plaintiffs, Class, and Aggrieved
27 Employees permission to take a meal period. At all times relevant to Plaintiffs’ employment for
28 Defendants, Plaintiffs were not informed of their right to, nor permitted to take, a second meal

1 period when Plaintiffs worked at least ten hours in a workday. Accordingly, Defendants' policy
2 and practice was not to provide meal periods to Plaintiffs, Class, and Aggrieved Employees in
3 compliance with California law.

4 23. Throughout the statutory period, Defendants have wrongfully failed to authorize
5 and permit Plaintiffs, Class, and Aggrieved Employees to take legally compliant rest periods.
6 Defendants regularly required Plaintiffs, Class, and Aggrieved Employees to work in excess of
7 four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
8 minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four
9 hours), or without compensating Plaintiffs, Class, and Aggrieved Employees for rest periods that
10 were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs,
11 Class, and Aggrieved Employees by requiring, pressuring, or encouraging them to perform work
12 tasks which could not be completed without working in lieu of taking mandatory rest periods, or
13 by denying Plaintiffs, Class, and Aggrieved Employees permission to take a rest period.
14 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs, Class, and
15 Aggrieved Employees to take rest periods in compliance with California law.

16 24. Throughout the statutory period, Defendants willfully failed and refused to timely
17 pay Plaintiffs, Class, and Aggrieved Employees all final wages due at their termination of
18 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,
19 minimum wages, straight time wages, overtime wages, sick leave pay, meal period premium
20 wages, and rest period premium wages owed to them by Defendants at the conclusion of their
21 employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages
22 when their employment terminated was not a single, isolated incident, but was instead consistent
23 with Defendants' policy and practice that applied to Plaintiffs, Class, and Aggrieved Employees.

24 25. Throughout the statutory period, Defendants failed to furnish Plaintiffs, Class, and
25 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
26 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
27 that were not provided in accordance with California law, and correct wages for rest periods that
28 were not authorized and permitted to take in accordance with California law). As a result of these

violations of California Labor Code section 226(a), Plaintiffs, Class, and Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, sick leave, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid all minimum, straight time, overtime, sick leave, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, sick leave meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, sick leave, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, sick leave, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

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(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, Class, and Aggrieved Employees were entitled, and Plaintiffs, Class, and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, Class, and Aggrieved Employees are owed the amounts provided for in California Labor Code section 226(e).

26. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, Class, and Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs, Class, and Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including work attire and use of their personal cell phones.

27. Plaintiffs, Class, and Aggrieved Employees incurred substantial expenses as direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs, Class, and Aggrieved Employees for these employment-related expenses.

CLASS ACTION ALLEGATIONS

28. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

29. All claims alleged herein arise under California law for which Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib seek relief authorized by California law.

30. The proposed Class consists of and is defined as:

All persons who worked for Defendants in California as hourly paid or non-exempt employees during the period from April 3, 2017 and shall end on December 19, 2022.

31. At all material times, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib were members of the Class.

32. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib undertake this concerted activity to improve the wages and working conditions of all Class Members.

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33. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than three hundred (300) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

34. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, overtime wages, and sick leave pay;
- (b) Failed to provide meal periods and pay all meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code section 17200 *et. seq.* as a result of their illegal conduct as described above.

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1 35. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure section 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;
- 9 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a
11 class action;
- 12 (e) There is a community of interest in obtaining appropriate legal and equitable
13 relief for the statutory violations, and in obtaining adequate compensation
14 for the damages and injuries for which Defendants are responsible in an
15 amount sufficient to adequately compensate the members of the Class for
16 the injuries sustained;
- 17 (f) Without class certification, the prosecution of separate actions by individual
18 members of the class would create a risk of:
- 19 1) Inconsistent or varying adjudications with respect to individual
20 members of the Class which would establish incompatible standards
21 of conduct for Defendants; and/or,
- 22 2) Adjudications with respect to the individual members which would,
23 as a practical matter, be dispositive of the interests of other members
24 not parties to the adjudications, or would substantially impair or
25 impede their ability to protect their interests, including but not
26 limited to the potential for exhausting the funds available from those
27 parties who are, or may be, responsible Defendants; and

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(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

36. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

37. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 36 in this Complaint.

38. "Hours worked" is 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.

39. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code section 1194, and any additional applicable IWC Wage Orders, which require such compensation to non-exempt employees.

40. Accordingly, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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41. By and through the conduct described above, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

42. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class for their non-overtime hours worked without pay, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class and which will be ascertained according to proof at trial.

43. By failing to keep adequate time records required by California Labor Code section 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class.

44. Pursuant to California Labor Code section 1194.2, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

45. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice a month.

46. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Failure to Pay Overtime Wages)

47. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 46 in this Complaint.

1 48. California Labor Code section 510 provides that employees in California shall not
2 be employed more than eight hours in any workday or forty (40) hours in a workweek unless they
3 receive additional compensation beyond their regular wages in amounts specified by law.
4 Additionally, any work in excess of twelve (12) hours in a workday or eight hours on the seventh
5 consecutive workday shall be compensated at a rate of twice the regular rate for an employee.

6 49. California Labor Code sections 1194 and 1198 provide that employees in California
7 shall not be employed more than eight hours in any workday unless they receive additional
8 compensation beyond their regular wages in amounts specified by law. Additionally, California
9 Labor Code section 1198 states that the employment of an employee for longer hours than those
10 fixed by the IWC Wage Orders is unlawful.

11 50. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
12 hours in a workday, as employees of Defendants.

13 51. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
14 overtime compensation for the hours they have worked in excess of the maximum hours
15 permissible by law as required by California Labor Code sections 510 and 1198.

16 52. By virtue of Defendants' unlawful failure to pay additional premium rate
17 compensation to the Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class for their
18 overtime hours worked, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class have
19 suffered, and will continue to suffer, damages in amounts which are presently unknown to them
20 but which exceed the jurisdictional minimum of this Court and which will be ascertained according
21 to proof at trial.

22 53. By failing to keep adequate time records required by Labor Code section 1174(d),
23 Defendants have made it difficult to calculate the full extent of overtime compensation due to
24 Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class.

25 54. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class also request recovery
26 of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to
27 California Labor Code section 1194(a), as well as the assessment of any statutory penalties against
28 Defendants, in a sum as provided by the California Labor Code and/or other statutes.

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Failure to Provide Meal Periods)

56. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 55 in this Complaint.

57. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiffs' and the Class's sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code section 512, and Section 11 of the applicable IWC Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code section 226.7 for an employer to require any employee to work during any meal period mandated under any IWC Wage Order.

58. Despite these legal requirements, Defendants regularly, but not always, failed to provide Plaintiffs and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and the applicable IWC Wage Orders.

59. Under California law, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Failure to Authorize and Permit Rest Periods)

60. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 59 in this Complaint.

61. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code section 512, the applicable IWC Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code section 226.7 for an employer to require any employee to work during any rest period mandated under any IWC Wage Order.

62. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code section 226.7 and the applicable IWC Wage Orders.

63. Under California law, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

64. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 63 in this Complaint.

1 65. At all times herein set forth, California Labor Code sections 201 and 202 provide
2 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge
3 are due and payable immediately, and that if an employee voluntarily leaves his or her employment,
4 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
5 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
6 quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 66. Within the applicable statute of limitations, the employment of many other members
8 of the Class ended, *i.e.*, was terminated by quitting or discharge, and the employment of others will
9 be. However, during the relevant time period, Defendants failed, and continue to fail to pay
10 terminated Class Members, without abatement, all wages required to be paid by California Labor
11 Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
12 leaving Defendants' employ.

13 67. Defendants' failure to pay those Class members who are no longer employed by
14 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
15 hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201
16 and 202.

17 68. California Labor Code section 203 provides that if an employer willfully fails to pay
18 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
19 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
20 commenced; but the wages shall not continue for more than thirty (30) days.

21 69. The Class is entitled to recover from Defendants their additionally accruing wages
22 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
23 pursuant to California Labor Code section 203.

24 70. Pursuant to California Labor Code sections 218.5, 218.6, and 1194, the Class is also
25 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
26 action.

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SIXTH CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

71. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 70 in this Complaint.

72. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class, the failure to list the true “total hours worked by the employee,” the failure to list the true net wages earned, and the failure to list all the applicable pay rates in effect during pay periods.

74. As a result of Defendants’ violation of California Labor Code section 226(a), Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class have suffered injury and damage to their statutorily protected rights.

75. Specifically, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a).

76. Calculation of the true wage entitlement for Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

77. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

78. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code section 226(h).

SEVENTH CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against all Defendants for Failure to Indemnify Employees for Expenditures)

79. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 78 in this Complaint.

80. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

81. Defendants violated California Labor Code section 2802, by failing to pay and indemnify Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

82. As a result, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

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83. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802(c) and interest pursuant to California Labor Code section 2802(b).

EIGHTH CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib Against All Defendants for Violation of California Business & Professions Code §§ 17200, *et seq.*)

84. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 83 in this Complaint.

85. Defendants, and each of them, are "persons" as defined under California Business & Professions Code section 17201.

86. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, other Class members, and to the general public. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

87. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

88. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code section 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

89. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

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Failure to Pay Overtime Wages

90. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

Failure to Provide Meal Periods

91. Defendants' failure to provide meal periods in accordance with California Labor Code sections 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

92. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

Failure to Indemnify Business Expenses

93. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

94. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money, and services from Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, and all persons similarly situated, and have deprived Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

95. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

96. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs Lazo, Diaz,

Thorne, Thai, and Khatib and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

97. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

98. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

99. Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib also allege if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

100. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws and an award of costs.

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NINTH CAUSE OF ACTION

(By Plaintiffs Lazo, Diaz, Thorne, Thai, and Bitetti Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*)

101. Plaintiffs Lazo, Diaz, Thorne, Thai, and Bitetti incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 100 in this Complaint.

102. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Wage Orders.

103. Labor Code section 2699(a) provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this 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, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

104. For over 50 years, California’s courts and legislature have recognized this State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum/overtime wages that the Legislature has required for employees. So fundamental are California’s wage-and-hour laws that the Legislature has criminalized certain types of violations. In extending extra protection to deter violations of these underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution or other damages other than civil penalties—California has enacted the PAGA to permit an individual to bring an action for PAGA penalties only, which is the precise and sole nature of this cause of action.

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1 105. Plaintiffs Lazo, Diaz, Thorne, Thai, and Bitetti have exhausted their administrative
2 remedies pursuant to California Labor Code section 2699.3. They gave written notice by online
3 filing to the LWDA and by certified mail to Defendants of the specific provisions of the Labor
4 Code that Defendants have violated against Plaintiffs and current and former aggrieved employees,
5 including the facts and theories to support the violations. Plaintiffs also paid the filing fee.

6 106. Plaintiffs Lazo, Diaz, Thorne, Thai, and Bitetti and the other hourly-paid or non-
7 exempt employees are “aggrieved employees” as defined by Labor Code section 2699(c) in that
8 they are all persons who worked for Defendants in California as hourly paid or non-exempt
9 employees during the period from May 11, 2020 to December 19, 2022, and one or more of the
10 alleged violations was committed against them.

11 107. Plaintiffs Lazo, Diaz, Thorne, Thai, and Bitetti’s PAGA cause of action is premised
12 on Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
13 failure to provide Plaintiffs with legally compliant meal periods, failure to authorize and permit
14 Plaintiffs to take rest periods, failure to properly calculate and pay sick leave, failure to timely pay
15 all final wages to Plaintiffs when Defendants terminated their employment, and failure to furnish
16 accurate itemized wage statements to Plaintiffs.

17 108. The LWDA has not indicated that it intends to investigate Defendants’ Labor Code
18 violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover
19 penalties under Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor
20 Code described in this Complaint. These penalties include, but are not limited to, penalties under
21 California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

22 109. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
23 of civil penalties on behalf of themselves, State of California, and similarly Aggrieved Employees
24 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
25 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

26 110. In addition, Plaintiffs seek an award of reasonable attorney’s fees and costs pursuant
27 to California Labor Code section 2699(g)(1), which states, “Any employee who prevails in any
28 action shall be entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

Plaintiffs, individually, on behalf of all others similarly situated only with respect to the class claims, and on behalf of all other aggrieved employees and the State of California with respect to the representative claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib be appointed as the representatives of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

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12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure sections 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

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26. For statutory wage penalties pursuant to California Labor Code section 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code section 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and

40. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code section 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

42. For restitution of unpaid wages to Plaintiffs Lazo, Diaz, Thorne, Thai, and Khatib and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code section 17200, *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code section 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to properly calculate and pay sick leave, failing to pay all final wages to terminated employees, and failing to furnish accurate wage statements;

48. For all actual, consequential, and incidental losses and damages, according to proof;

49. For all civil penalties pursuant to California Labor Code section 2699, *et seq.*, and all other applicable Labor Code provisions;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and,

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51. For such other and further relief as the Court may deem equitable and appropriate.

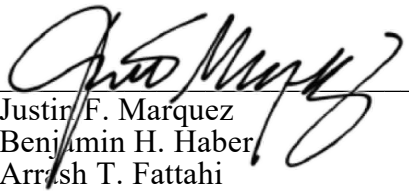
As to all Causes of Action

52. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: March 21, 2023

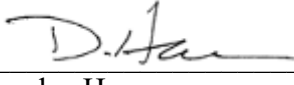
WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi
Attorneys for Plaintiffs

Dated: March 21, 2023

JUSTICE LAW CORPORATION

By: 

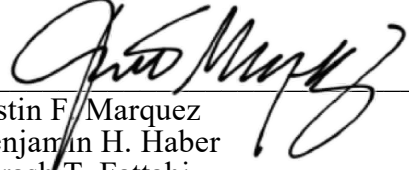
Douglas Han
Shunt Tatavos-Gharajeh
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: March 21, 2023

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi
Attorneys for Plaintiffs

Dated: March 21, 2023

JUSTICE LAW CORPORATION

By: 

Douglas Han
Shunt Tatavos-Gharajeh
Attorneys for Plaintiffs

Lazo v. Proterra Operating Company, Inc., et al.
21STCV30663

PROOF OF SERVICE

1 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
2 California, by e-mail delivery on the parties listed herein at their most recent known
3 email address or e-mail of record in this action.

4 I declare under the penalty of perjury under the laws of the State of California, that the
5 foregoing is true and correct.

6 Executed on **March 22, 2023**, at Los Angeles, California.

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9 Ashley Narinyans
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