

FILED

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SHASTA COUNTY SUPERIOR COURT
BY: M. PARTRIDGE, DEPUTY CLERK

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individually and on behalf of all other similarly situated employees,

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JENIFER FISHER, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SHASCADE COMMUNITY SERVICES,
INC, a California Corporation; and DOES 1 to
100, inclusive,

Defendant.

Case No. 198378

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND PENALTIES:**

- 1. Failure to Pay Minimum Wages**
- 2. Failure to Pay Overtime Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1
2 Plaintiff JENIFER FISHER ("Plaintiff"), on behalf of herself and all other similarly situated
3 employees, hereby files this Complaint against Defendants SHASCADE COMMUNITY
4 SERVICES, INC, a California Corporation; and DOES 1 to 100, inclusive (hereinafter all
5 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
9 periods or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof,
10 failure to provide accurate wage statements, failure to pay final wages, failure to reimburse for expenses,
11 failure to maintain accurate records, unfair competition and derivative penalties under the PAGA.

12 **JURISDICTION AND VENUE**

13 2. The Shasta County Superior Court has jurisdiction in this matter pursuant to California
14 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
15 California Business and Professions Code, and Wage Order No. 5.

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
17 Defendants reside in Shasta County. In addition, some of the wrongful acts and violations of law
18 asserted herein occurred within Shasta County, and Defendants' obligation to pay wages arose in Shasta
19 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

20 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.*, to pursue the
21 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
22 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
23 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
24 approximately September 9, 2021. Plaintiff provided facts and legal bases for her claims within the
25 notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
26 Plaintiff submitted the \$75.00 filing fee. The September 9, 2021, notice was also sent via certified mail
27 to Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not
28 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and

believes that she has exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring this action on behalf of himself and all similarly situated employees (e.g. Aggrieved Employee). See Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

PARTIES

5. JENIFER FISHER is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, SHASCADE COMMUNITY SERVICES, INC. is now and/or at all times mentioned in this Complaint was, a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

8. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

10. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

12. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.

1 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

2 All individuals who have, or continue to, perform work for Defendants in
3 California as non-exempt employees from October 15, 2017 to the present.

4 13. This action has been brought and may be properly maintained as a class action,
5 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
6 defined community of interests in the litigation and the proposed class is easily ascertainable.

7 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
8 is impracticable under the circumstances of this case. While the exact number of class
9 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
10 Defendants have employed as many as two hundred (200) individuals falling within the
11 above stated class definition throughout the State of California during the applicable
12 statute of limitations, who were subjected to the policies and practices outlined in this
13 Complaint. As such, joinder of all members of the putative class is not practicable.

14 (b) Common Questions Predominate: Common questions of law and fact exist as to all
15 members of the putative class and predominate over questions that affect only individual
16 members of the class. These common questions of law and fact include, without
17 limitation, the following:

- 18 (1) Whether Defendants paid putative class members for all hours worked;
- 19 (2) Whether Defendants maintained accurate payroll records;
- 20 (3) Whether Defendants failed to authorize and permit all meal and rest periods;
- 21 (4) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
22 class members were not authorized and permitted to take all meal and rest periods
23 owed;
- 24 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
25 class members received all reimbursements owed;
- 26 (6) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
27 class members received all minimum wages due;

- 1 (7) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
2 class members received all overtime wages due
- 3 (8) Whether as a result of Defendants' policies and practices Plaintiff and putative
4 class members received all wages, due and owing, at the time of their termination
5 or separation; and
- 6 (9) Whether Defendants provided Plaintiff and putative class members with wage
7 statements that complied with Labor Code section 226.

8 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
9 class. The putative class also sustained damages arising out of Defendants' common
10 course of conduct in violation of the law as complained of herein. Plaintiff and all
11 members of the putative class were non-exempt employees that were required to work
12 from six (6) to eight (8) hour shifts without taking any duty-free rest or meal periods.
13 Plaintiff and similarly situated employees were also frequently required to complete
14 paperwork off-the-clock. This policies and practices resulted in failure to pay all wages
15 due, wage statement violations, failure to pay final wages, and unfair competition.
16 Additionally, Defendants required Plaintiff and putative class to use their cell phones for
17 work purposes and failed to reimburse them for this use. Finally, Defendants issued
18 Plaintiff and all members of the putative class wage statements that did not comply with
19 Labor Code section 226. As a result, Plaintiff and each member of the putative class will
20 have suffered the same type of harm and seek the same type of recovery based on the
21 same legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
28

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 GENERAL ALLEGATIONS

16 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully
17 set forth herein.

18 16. Plaintiff worked for Defendants as a Job Coach from April 2006 until August 5, 2021,
19 making approximately \$16.00 per hour, as an ending wage. Defendants are a non-profit organization
20 that contracts with state agencies to provide services for developmentally disabled youth and adults in
21 Northern California. Defendants' main office is in Redding, but they also have branches in Weaverville,
22 Mt. Shasta, Chico, and Burney.

23 17. As a Job Coaches, Plaintiff and similarly situated employees work with developmentally
24 delayed adults and teenagers to assist, train, and supervise them while they are at worksites/private
25 companies that contract with Defendants to provide labor. Plaintiff was also required to complete
26 monthly paperwork to track her clients' progress in Defendants' job training program. Because the
27 workforce Defendants provide to local businesses consists of clients with developmental disabilities, Job
28

1 Coaches are tasked with supervising their clients' work and assisting with job-site skills and training at
2 all times during their shifts.

3 18. Plaintiff primarily worked with clients at hotels in Redding, but Defendant also employed
4 Job Coaches to work with clients doing maintenance work, janitorial work, landscaping, and warehouse
5 work. Other similarly situated employees also worked with Defendants' clients to assist them with daily
6 life skills, such as shopping, finances, and other tasks. Additionally, Defendants operate two (2)
7 outpatient day programs where more severely disabled clients come during the day for support and
8 services. Defendants further operates a payee program where case workers assist clients with managing
9 income from state and federal assistance programs, as well as any other sources of income they may
10 have. Finally, Defendants' employees also supervise clients at Defendants' thrift store, candy store, and
11 consignment shop. Defendants do not operate any 24-residential facilities for children or disabled adults
12 and do not provide meals to their employees while working.

13 19. Although Plaintiff's workdays varied throughout her tenure working at Defendants,
14 Plaintiff and other similarly situated employees would generally work eight (8) hours a day, five (5)
15 days per week. As required by Defendants, employees would generally work full six (6) to eight (8)
16 hour shifts without taking any duty-free rest or meal periods. This is because Plaintiff and other
17 similarly situated employees were always required to remain on-call and ready to work to meet the
18 needs of the clients during their shift. The essentially equated to not being able to take any down time at
19 all during a shift – including being able to sit down in peace and eat lunch. This was the case even
20 though jobsites generally had more than one employee onsite at a time that could have provided meal
21 and rest break relief. Additionally, even in the case where there was only one employee onsite, the
22 Defendant could have easily sent personal from its central office to provide relief during rest and meal
23 breaks. Defendant demonstrated it was easily able to provide off duty meal periods if it wanted to in
24 that Defendant regularly scheduled relief employees to replace on site workers while the onsite workers
25 went to take COVID tests, which took approximately 30 minutes to an hour to perform each time.

26 20. As part of their job duties, Plaintiff and similarly situated employees were also required
27 to complete paperwork, such as client notes, for their shift each day. Due to the nature of the work;
28 however, often they could not complete this paperwork within the time frame of their eight (8) hour

1 shift. Because of Defendant's policy against paying overtime, Plaintiff and similarly situated employees
2 frequently were forced to complete this paperwork after they had logged out for the day and were not
3 paid for this time.

4 21. In addition to this, Plaintiff and other similarly situated employees regularly used their
5 personal cell phones for work purposes, both report on client behaviors during the day, or to
6 communicate messages from Defendants' main office to the clients.

7 22. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
8 minimum wages, overtime, and meal and rest period premiums owed, the wage statements Defendants
9 issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due,
10 and total missed meal and rest period premiums earned, and the corresponding rates of pay.

11 23. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
12 for all hours worked and failure to pay meal and rest period premiums, Defendants failed to provide all
13 final wages owed to Plaintiff and similarly situated employees within twenty-four (24) hours of their
14 termination or seventy-two (72) hours of their resignation.

15 **CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY MINIMUM WAGES**
18 **(As to all Defendants)**

19 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
20 set forth herein.

21 25. For the period preceding the filing of this Complaint, Defendants were required to
22 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
23 every hour worked. See MW-Order 2019; IWC Wage Order, No. 5, section 4(A); Cal. Lab. Code §
24 1194.

25 26. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
26 obligation to pay the minimum wage for each hour worked but failed to do so.

27 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
28 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully set forth herein.

29. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 1, section (3)(A); Cal. Lab. Code §§ 510, 1194.

30. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

31. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully set forth herein.

34. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

36. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

37. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

38. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

39. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully set forth herein.

41. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

42. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

43. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

44. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

48. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all hours worked and corresponding rates of pay, and gross and net wages earned. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

52. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

53. Plaintiff and similarly situated employees did not receive all wages, including minimum wages, overtime, or meal and rest period premiums at their termination or within the required time after their separation from employment.

54. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

55. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff

1 and similarly situated employees were not taking all rest and meal periods due to the fact that employees
2 had to stay with clients at all times. Such conduct shows Defendants had knowledge of earned, but
3 unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

4 56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
5 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
6 thirty (30) days for Defendants' failure to pay all wages due.

7
8 **SEVENTH CAUSE OF ACTION**
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

9 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
10 set forth herein.

11 58. California Labor Code section 2802(a) states that "An employer shall indemnify his or
12 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
13 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
14 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
15 unlawful."

16 59. Defendants required Plaintiff and similarly situated employees to use their personal cell
17 phones for work purposes, to report on client behaviors during the day, or to communicate messages
18 from Defendants' main office to clients but failed to reimburse them for such use.

19 60. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
20 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
21 the extent pertinent as if set forth here in full.

22 **EIGHTH CAUSE OF ACTION**
UNFAIR COMPETITION
(As to all Defendants and DOES 1 to 100)

23
24 61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully
25 set forth herein.

26 62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
27 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
28

1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
2 California Business and Professions ("B&P") Code § 17200.

3 63. Plaintiff and similarly situated employees were not paid all wages owed, including
4 minimum wages, and meal and rest period premiums, or reimbursement for business expenses, during
5 their employment or any time thereafter.

6 64. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
7 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
8 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

9 65. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
10 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
11 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
12 sections 17203, 17208, violations of California Labor Code sections 226.7, 512, and 1194 all in an
13 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

14 **NINTH CAUSE OF ACTION**
15 **PRIVATE ATTORNEYS GENERAL ACT**
16 **(As to all Defendants)**

17 66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully
18 set forth herein.

19 67. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
20 following provisions of the Labor Code in their dealings with him and other Approved Employees:

- 21 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
22 Minimum Wages);
- 23 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- 24 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
25 Statements);
- 26 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- 27 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
28 Work in Any Industrial Welfare Commission Order);

- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.7; IWC Wage Order 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.3, 1174, 1198; IWC Wage Order 5, § 7(A) (Failure to Maintain Accurate Records); and
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave).

68. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

69. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;

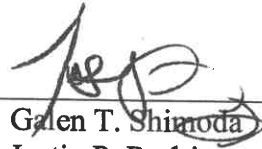
- 1 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
2 section 1021.5;
- 3 5. As to the Fourth Cause of Action:
- 4 a. Wages in an amount to be proven at trial;
- 5 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
6 section 1021.5;
- 7 6. As to the Fifth Cause of Action:
- 8 a. Penalties as provided for in Labor Code section 226, including the greater of all
9 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
10 violation occurred and one hundred dollars (\$100.00) per employee for each
11 violation in the subsequent pay periods, but not to exceed four thousand dollars
12 (\$4,000.00);
- 13 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
14 226(e);
- 15 7. As to the Seventh Cause of Action:
- 16 a. An amount to be proven at trial;
- 17 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 18 8. As to the Ninth Cause of Action:
- 19 a. For civil penalties as provided for in the Labor Code for each enumerated
20 violation;
- 21 b. For those Labor Code sections, the violation of which there is no civil penalty
22 provided, the default penalty provided in Labor Code section 2699(f): for any
23 initial violation, one hundred dollars (\$100) for each aggrieved employee per
24 pay period; For any subsequent violation, two hundred dollars (\$200) for
25 each aggrieved employee per pay period;
- 26 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 27 d. For any other remedies as allowed by law and/or deemed appropriate by the
28 Court;

- 1 9. For such other and further relief as this Court may deem just and proper,
2 including, but not limited to:
3 a. Wages as proved at trial;
4 b. Injunctive and Declaratory relief;
5 c. Attorney's fees and costs as provided for by law; and
6 d. Interest.

7 Dated: January 19, 2022

Shimoda Law Corp.

8
9 By: _____


Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff