

MATTHEW R. SCHOECH (SBN 234774)
SCHOECH LAW GROUP, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, CA 95835
Tel: (916) 569-1940
Fax: (916) 569-1939
Email: matt@norcallawfirm.com

GLEN A. VAN DYKE (SBN 183796)
MEGAN DEHERRERA (SBN 306646)
VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC
940 Southwood Blvd., Ste 102
Incline Village, NV, 89451
Tel: (530) 214-3667
Email: glen@vdlitigation.com
Email: megan@vdlitigation.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

MARTIN WEAVER,

Plaintiff,

vs.

OMKAR ROCKLIN, INC. dba ROCKLIN
PARK HOTEL, a California Corporation;
BHAVIN MEHTA, and Individual; HEMANG
TRIVEDI, an Individual; RAVINDRAM
RAMOJI, an Individual; and DOES 1-100,
Inclusive,

Defendants.

) CASE NO. S-CV-0047815

)

) **COMPLAINT FOR DAMAGES:**

)

-) 1) Failure to Pay Minimum Wage in
) Violation of Cal Lab. Code §§ 1194,
) 1194.2 & 1197;
) 2) Failure to Pay Earned Wages and
) Overtime Compensation in Violation
) of Cal Labor Code §§ 204, 210, 510,
) 1194, and 1198;
) 3) Failure to Provide Meal and Rest
) Periods in Violation of Cal. Labor
) Code §§ 226.7 and 512;
) 4) Failure to Indemnify for Work
) Related Expenditures in Violation of
) Cal. Labor Code § 2802;
) 5) Failure to Provide Accurate Pay Stubs
) in Violation of Cal. Labor Code §
) 226;

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
01/06/2022 at 11:19:45 AM
By: Mavis Anderson, Deputy Clerk

-) 6) Representative Action for Penalties
) Pursuant to the Labor Code Private
) Attorneys General Act of 2004 (Labor
) Code § 2698, et seq.);
) 7) Failure to Provide Personnel File and
) Payroll Records in Violation of Labor
) Code §§ 226(b) & 1198.5; and
) 8) Unfair Business Practices.
)
) **UNLIMITED CIVIL ACTION**
)

Plaintiff MARTIN WEAVER (hereinafter “PLAINTIFF”) alleges as follows:

IDENTIFICATION OF PARTIES

1. At all times herein mentioned PLAINTIFF was a resident of California, and was an employee of Defendant, OMKAR ROCKLIN, INC. dba ROCKLIN PARK HOTEL, a California Corporation (hereinafter “OMKAR” and included in “DEFENDANTS”), in the County of Placer, State of California. Defendants, BHAVIN MEHTA (“MEHTA”), HEMANG TRIVEDI (“TRIVEDI”), and RAVINDRAM RAMOJI (“RAMOJI”) (hereinafter collectively “OWNERS” and included in “DEFENDANTS”) are owners and officers of OMKAR and personally responsible for wage and hour violations pursuant to Cal. Lab. Code § 558.1.

2. DEFENDANTS own and operate the Rocklin Park Hotel based in Rocklin, California.

3. PLAINTIFF was employed by DEFENDANTS from March 2021 through July 2021.

4. PLAINTIFF is ignorant of the true names and capacities of defendants sued as Does 1 through 100, inclusive, and therefore sue these defendants by these fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when they have been ascertained. PLAINTIFF is informed and believe and thereon allege that each of the fictitiously

1 named defendants are legally responsible in some manner for the unlawful acts alleged in this
2 complaint.

3 **PRELIMINARY FACTS**

4 5. In late March 2021 PLAINTIFF was in dire need of a place to stay and stumbled
5 upon Rocklin Park Hotel. It was affordable and he intended to stay for a few days while working
6 out other living arrangements.

7
8 6. The day after checking into the hotel PLAINTIFF was approached by who he
9 believes to be MEHTA and asked to assist with moving furniture and refurnishing the rooms and
10 that PLAINTIFF could receive compensation by way of room credits. PLAINTIFF thereafter
11 agreed to work for DEFENDANTS at that time.

12
13 7. PLAINTIFF's role quickly expanded the hotel manager would routinely be absent
14 and began having PLAINTIFF work at the front desk to monitor the phones throughout the night
15 and training him to take reservations and check guests into the hotel.

16
17 8. PLAINTIFF had his own room until the end of May 2021 when he ran out of
18 funds and the "room credits" were not sufficient to cover the amounts he was being charged for
19 the room. PLAINTIFF then began sharing a room in order to minimize his expenses.

20
21 9. PLAINTIFF would also be given tasks throughout the day that ranged from
22 moving furniture, hanging pictures and mirrors, assembling headboards, and working the front
23 desk, amongst other things. PLAINTIFF would verbally inform the manager about the number
24 of hours he would work on a given day and purportedly he was given a "room credit".

25
26 10. PLAINTIFF was working seven (7) days a week and averaging 40 hours per
27 week. Then on weeks that the furniture trucks would arrive PLAINTIFF was working on
28 average 60 hours per week during those times.

1 11. Additionally, at the end of July 2021, PLAINTIFF was sent to another one of
2 DEFENDANTS' hotels in Manteca, California, for two days in order to board up windows at the
3 property. PLAINTIFF was required to drive his own vehicle and he worked approximately 13
4 hours on the first day and 21 hours on the second day as he returned from Manteca around 9:00
5 p.m. only to be ordered to unload furniture at the Rocklin Park Hotel until 4:00 a.m. the
6 following day.
7

8 12. PLAINTIFF was exhausted after working for almost 24 hours straight and asked
9 for a room for the night. He received some resistance then was given a room that was unsanitary
10 with soiled sheets. This was the last straw for PLAINTIFF and he vacated the property within
11 days and ceased working for DEFENDANTS.
12

13 13. PLAINTIFF did not receive any documentation regarding the number of hours he
14 worked nor was he ever paid wages for his work and did not receive pay stubs. He was also
15 denied meal and rest breaks and not reimbursed for his automobile expenses when forced to
16 drive his personal vehicle to Manteca. PLAINTIFF now seeks to be paid for his earned wages as
17 well as recover statutory penalties and damages.
18

19 14. DEFENDANTS' acts and omissions, as described herein, violate provisions of the
20 California Labor Code, including sections 201, 202, 204, 210, 226, 226.7, 226.8, 246, 248.5,
21 432.5, 510, 512, 1197, 1198.5 and 2802; violate the applicable Wage Orders issued by the
22 California Industrial Welfare Commission, including Wage Order 9-2001; and amount to unfair
23 and unlawful business practices prohibited by the California Business and Professions Code,
24 sections 17200 et seq.
25

26 15. Because PLAINTIFF was not paid for the actual time he spent working, not paid
27 the applicable overtime rates, not paid minimum wage, not provided sick leave, and not paid for
28

1 the hour of bonus pay for missed meal and rest breaks, he did not receive pay stubs that
2 accurately reflected the time he worked, pay rates, accrued sick leave, and bonus time, he and
3 those similarly situation are entitled to statutory damages for inaccurate pay stubs.

4 **FIRST CAUSE OF ACTION**

5 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

6 **(FAILURE TO PAY MINIMUM WAGE)**

7 **[CAL. LABOR CODE §§ 1194, 1194.2 AND 1197]**

8
9 16. PLAINTIFF hereby realleges and incorporates by reference in and every
10 preceding paragraph as though fully set forth herein.

11 17. Labor Code section 1197 makes it unlawful to pay an employee less than the
12 minimum wage, as established by the Industrial Welfare Commission, for each hour worked.

13 18. Labor Code section 1194 entitles an employee receiving less than the minimum
14 wage to recover, in a civil action, the unpaid balance of minimum wages owing, plus interest
15 thereon, reasonable attorneys' fees, and costs of suit.

16 19. Labor Code section 1194.2 entitles an employee receiving less than the minimum
17 wage to recover liquidated damages in an amount equal to the unpaid minimum wages and
18 interest thereon.

19 20. PLAINTIFF was illegally only provided with "room credits" for the hours he
20 worked and was not not paid minimum wage.

21 21. As a result of DEFENDANTS' improper pay policy and/or practice, as described
22 herein, DEFENDANTS failed to pay PLAINTIFF the minimum wage that he was entitled to, for
23 each hour worked, under Labor Code section 1197 and Wage Order 9-2001.

24 22. PLAINTIFF is informed and believes, and based thereon alleges, that
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26
27
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1 DEFENDANTS' failure to pay the minimum wage for each hour worked, as described herein,
2 was done willfully.

3 23. Additionally, as a result of DEFENDANTS' failure to pay PLAINTIFF the
4 minimum wage for all hours worked, PLAINTIFF was not timely paid all earned wages as
5 required by Labor Code section 204.

6
7 24. Based on DEFENDANTS' conduct, as alleged herein, the DEFENDANTS and
8 Does 1 through 100, are liable to PLAINTIFF for unpaid minimum-wage compensation pursuant
9 to California Labor Code sections 1194 and 1197, and Wage Order 9-2001, liquidated damages
10 in an amount equal to the unpaid wages owed PLAINTIFF, plus interest, pursuant to California
11 Labor Code sections 1194.2, and attorneys' fees and costs of suit, pursuant to California Labor
12 Code sections 1194 and 1194.2.

13
14 25. DEFENDANTS' failure to pay minimum wage fraudulent, malicious,
15 unconscionable and oppressive, and was undertaken with conscious disregard for PLAINTIFF's
16 well-being. Therefore, these actions entitle PLAINTIFF to an award of an exemplary and
17 punitive damages.
18

19 **SECOND CAUSE OF ACTION**

20 **(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)**

21 **(FAILURE TO PAY EARNED WAGES AND OVERTIME COMPENSATION)**

22 **[CAL. LABOR CODE §§ 204, 510, 1194, AND 1198]**

23
24 26. PLAINTIFF hereby realleges and incorporates by reference in and every
25 preceding paragraph as though fully set forth herein.

26 27. PLAINTIFF brings this claim for DEFENDANTS' willful and intentional
27 violations of the California Labor Code and the Industrial Welfare Commission requirements for
28

1 DEFENDANTS' failure to pay earned wages, failure to accurately calculate the applicable rates
2 for all overtime worked by PLAINTIFF, and DEFENDANTS' failure to properly compensate
3 PLAINTIFF for overtime worked including, work performed in excess of eight (8) hours in a
4 workday and/or forty (40) hours in any workweek.

5 28. Cal. Lab. Code § 204 requires employers to pay employees for all hours worked
6 as follows: "all wages... ..earned by any person in any employment are due and payable twice
7 during each calendar month, on days designated in advance by the employer as the regular
8 paydays."

9
10 29. Cal. Lab. Code § 218 establishes an employee's right to recover unpaid wages
11 overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.
12

13 30. PLAINTIFF was a non-exempt hourly employee and entitled to wages as
14 payment for time worked. (Labor Code section 200(a)).

15 31. Cal. Lab. Code § 510 further provides that employees in California shall not be
16 employed more than eight (8) hours per workday and/or more than forty (40) hours per
17 workweek unless they receive additional compensation beyond their regular wages in amounts
18 specified by law.
19

20 32. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
21 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab.
22 Code § 1198 further states that the employment of an employee for longer hours than those fixed
23 by the Industrial Welfare Commission is unlawful.
24

25 33. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF
26 without regard to the number of hours worked, the correct amount of overtime worked, and
27 correct applicable overtime rate for overtime they worked.
28

1 34. In committing these violations of the California Labor Code, DEFENDANTS
2 failed to pay PLAINTIFF for his earned wages and failed to calculate the amount of overtime
3 worked and the applicable overtime rates and consequently underpaid the actual time worked by
4 PLAINTIFF and acted in an illegal attempt to avoid the payment of all earned wages, and other
5 benefits in violation of the California Labor Code, the IWC requirements and other applicable
6 laws and regulations.
7

8 35. DEFENDANTS knew or should have known that PLAINTIFF was not paid for
9 his hours worked and not compensated for his overtime worked. DEFENDANTS systematically
10 elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for
11 their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS
12 perpetrated this systematic scheme by refusing to pay PLAINTIFF for the hours that he worked
13 including the applicable overtime rate.
14

15 36. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
16 PLAINTIFF has suffered and will continue to suffer economic damages by virtue of not
17 receiving full compensation for all overtime worked and DEFENDANTS' failure to pay all
18 earned wages.
19

20 37. PLAINTIFF therefore request recovery of all unpaid wages, including overtime
21 wages in excess of the jurisdictional limit, interest, statutory costs, attorneys' fees, as well as the
22 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
23 California Labor Code and/or other applicable statutes.
24

25 38. Because DEFENDANTS failed to pay earned wages and overtime compensation
26 within 72 hours of PLAINTIFFS resignation of his employment, DEFENDANTS' conduct also
27 violates Labor Code §§ 201 and/or 202, and therefore PLAINTIFF is entitled to waiting time
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penalties under Cal. Lab. Code § 203 totaling 30 days of pay.

39. DEFENDANTS' failure to earned wages was fraudulent, malicious, unconscionable and oppressive, and was undertaken with conscious disregard for PLAINTIFF's well-being. Therefore, these actions entitle PLAINTIFF to an award of an exemplary and punitive damages.

THIRD CAUSE OF ACTION

(AGAINST DEFENDANTS AND DOES 1 THROUGH 100)

(FAILURE TO PROVIDE MEAL AND REST PERIODS)

[CAL. LABOR CODE §§ 226.7 AND 512]

40. PLAINTIFF hereby realleges and incorporates by reference in and every preceding paragraph as though fully set forth herein.

41. California Code of Regulations, Title 8, sections 11010-11150 (12)(A) provides that employers shall authorize and permit employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours of work. During rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.

42. Cal. Lab. Code § 512(a) requires California employers to permit their employees to take a thirty (30) minute meal break if they work over five (5) hours and a second meal break if they work over ten (10) hours. An employee's first meal break must start before the end of the employee's fifth hour of work and the employer has a duty to relieve their employees of all duty, relinquish control of the employee's activities, permit their employees a reasonable opportunity to take their entire 30-minute break uninterrupted, and not impede or discourage them from doing so. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004).

1 43. DEFENDANTS have intentionally and improperly denied timely meal breaks and
2 rest periods to PLAINTIFF in violation of Cal. Lab. Code §§ 226.7 and 512, by failing to fully
3 relieve PLAINTIFF of his job responsibilities to take a meal or rest break.

4 44. Cal. Lab. Code § 226.7(c) provides that if an employer fails to provide an
5 employee meal or rest periods in accordance with the law, the employer shall pay the employee
6 one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest
7 period is not provided.
8

9 45. By virtue of DEFENDANTS' unlawful failure to provide meal and rest periods to
10 PLAINTIFF, PLAINTIFF is entitled to an extra hour of pay at their regular rate of compensation
11 for each meal and rest break that was not provided pursuant to the law in excess of the
12 jurisdictional limit, plus interest and costs according to proof at trial.
13

14 **FOURTH CAUSE OF ACTION**

15 **(AGAINST DEFENDANTS AND DOES 1 – 100)**

16 **(FAILURE TO INDEMNIFY FOR WORK RELATED EXPENDITURES)**

17 **[CAL. LABOR CODE § 2802]**
18

19 46. PLAINTIFF realleges and incorporates by reference the allegations in the
20 preceding paragraphs as if fully alleged herein.

21 47. Pursuant to California law, DEFENDANTS were PLAINTIFF's employer.

22 48. Cal. Lab. Code § 2802 requires an employer to indemnify its employees for all
23 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
24 of his or her duties.
25

26 49. Here, PLAINTIFF was required to travel and drive his personal vehicle and use
27 his personal cell phone for work related purposes but was not reimbursed work related
28

1 expenditures.

2 50. Accordingly, PLAINTIFF is entitled to reimbursement for such incurred costs,
3 plus interest, attorney fees and costs.

4 **FIFTH CAUSE OF ACTION**

5 **(BY PLAINTIFF AGAINST DEFENDANTS AND DOES 1 – 100)**

6 **(FAILURE TO PROVIDE PAY STUBS)**

7 **[CAL. LABOR CODE § 226]**

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9 51. PLAINTIFF hereby realleges and incorporates by reference in and every
10 preceding paragraph as though fully set forth herein.

11 52. Cal. Labor Code § 226 provides that an employer must furnish employees with
12 “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, (3) the number of piece rate units earned and any applicable piece rate
14 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
15 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and his or her social security number, except that by January 1, 2008, only the last four
18 digits of his or her social security number or an employee identification number other than a
19 social security number may be shown on the itemized statement, (8) the name and address of the
20 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
21 and the corresponding number of hours worked at each hourly rate by the employee.”
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23
24

25 53. At all times relevant herein, DEFENDANTS violated Labor Code § 226, in that
26 DEFENDANTS failed to provide PLAINTIFF with pay stubs with the required information.

27 54. Upon information and belief, PLAINTIFF hereby alleges, that DEFENDANTS
28

1 knowingly and intentionally failed to comply with Labor Code §226, causing damages to
2 PLAINTIFF. These damages include, but are not limited to, unpaid bonus time, unpaid wages for
3 hours actually worked, the costs expended calculating the true hours worked and the amount of
4 employment taxes which were not properly paid to state and federal tax authorities.

5 55. Labor Code § 226(g) states: “An employee suffering injury as a result of a
6 knowing and intentional failure by an employer to comply with [Labor Code section 226(a)] is
7 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
8 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
9 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
10 is entitled to an award of costs and reasonable attorney’s fees.”

11 56. Here, PLAINTIFF is entitled to an aggregate penalty for each pay period that he
12 did not receive a pay stub, plus reasonable attorneys’ fees and costs for DEFENDANTS’
13 knowing and intentional failure that resulted in damages to PLAINTIFF.

14 **SIXTH CAUSE OF ACTION**

15 **(BY PLAINTIFF AGAINST DEFENDANTS AND DOES 1 – 100)**

16 **(PENALTIES PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

17 **[CAL. LAB. CODE § 2699, ET SEQ.]**

18 **[REPRESENTATIVE ACTION]**

19 57. Plaintiffs, on behalf of current or former employees of DEFENDANT in
20 California, reallege and incorporate by reference the allegations in the preceding paragraphs as if
21 fully alleged herein.

22 58. Cal. Lab. Code § 2699 provides for civil penalties for violations of California
23 Labor Code provisions that may be recovered through a civil action brought by an aggrieved
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employee.

59. Plaintiffs and all current and former employees of DEFENDANTS in California are aggrieved employees as defined by Cal. Lab. Code § 2699(c) because they suffered injury as a result of DEFENDANTS' violation of Labor Code sections 201, 202, 204, 210, 226, 226.7, 226.8, 246, 248.5, 432.5, 510, 512, 1197, 1198.5 and 2802 and violation of Wage Orders issued by the California Industrial Welfare Commission, including Wage Order 9-200.

60. PLAINTIFF seeks to recover on his behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of DEFENDANTS, the civil penalties provided by PAGA plus reasonable attorneys' fees and costs in this representative action.

61. Labor Code section 2699, et seq. imposes a civil penalty of \$100 per pay period, per aggrieved employee for initial violations, and \$200 per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

62. Plaintiffs have complied with the notice requirement of Cal. Lab. Code § 2699.3 by sending written notice by certified mail to Defendant and to the California Labor & Workforce Development Agency ("LWDA") with respect to the Labor Code violations asserted in this Complaint.

63. It has been 65 days or more since the LWDA was notified of the Labor Code violations previously asserted in this Complaint, and the LWDA has not provided any notice that it will or will not investigate the alleged violations of which it was informed.

64. DEFENDANTS have not cured the Labor Code violations of which it was informed.

65. As a result, Plaintiffs are entitled to recover, and seek, civil penalties, attorney

1 fees, and costs of suit herein.

2 **SEVENTH CAUSE OF ACTION**

3 **(BY PLAINTIFF AGAINST DEFENDANTS AND DOES 1 – 100)**

4 **(FAILURE TO PROVIDE PERSONNEL FILE AND PAYROLL RECORDS)**

5 **[CAL. LABOR CODE §§ 226(B) AND 1198.5]**

6
7 66. PLAINTIFF hereby realleges and incorporates by reference each and every
8 preceding paragraph as though fully set forth herein.

9 67. Pursuant to Cal. Lab. Code § 1198.5 current and former employees have the right
10 to inspect and receive a copy of the personnel files and records that relate to the employee's
11 performance or to any grievance concerning the employee.

12 68. Such inspections must be permitted not later than 30 days after a request is made.
13
14 If an employer fails to permit a current employee, former employee, or representative to inspect
15 or copy personnel records within the times specified, or times agreed to by mutual agreement,
16 the current employee, former employee, or the Labor Commissioner may recover a penalty of
17 \$750.00 from the employer.

18
19 69. Similarly, employers must permit current and former employees to inspect and/or
20 copy payroll records pertaining to the current or former employee. Cal. Lab. Code § 226(b).

21 70. An employer who receives a written or oral request from a current or former
22 employee to inspect or copy his or her payroll records shall comply with the request as soon as
23 practicable, but no later than 21 calendar days from the date of the request. Failure by an
24 employer to permit a current or former employee to inspect or copy his or her payroll records
25 within the 21-calendar day period entitles the current or former employee to recover a \$750
26 penalty. See Cal. Lab. Code§ 226(c) & (f).
27
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71. On September 9, 2021, PLAINTIFF made a written demand to inspect his personnel file and payroll records pursuant to the above sections. DEFENDANT failed to allow the inspection of the requested records thereby entitling PLAINTIFF to a \$750 penalty per violation, injunctive relief and recovery of attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

(BY PLAINTIFF AGAINST DEFENDANTS AND DOES 1 – 100)

(UNFAIR BUSINESS PRACTICES)

[BUS. & PROF. CODE § 17200]

72. PLAINTIFF realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein.

73. DEFENDANTS' violations of the above cited Labor Code provisions constitute unlawful, unfair and/or fraudulent business practices prohibited by California Business & Professions Code § 17200, et seq. and are independently actionable under California Business & Professions Code § 17200, et seq.

74. As described above, DEFENDANTS' violations of the California Labor Code caused PLAINTIFF irreparable harm, and PLAINTIFF is therefore entitled to restitution in the amount of this harm, as well as injunctive and declaratory relief.

75. PLAINTIFF is further entitled to, and do, seek a declaration that the above-described business practices are unlawful, unfair and/or fraudulent and also seek injunctive relief restraining DEFENDANTS from engaging in any of these unlawful, unfair and/or fraudulent business practices.

PRAYER

WHEREFORE, PLAINTIFF prays for relief as follows:

ON THE FIRST CAUSE OF ACTION:

- A) For all unpaid wages and compensation according to proof at trial but in excess of the jurisdictional limit;
- B) Liquidated damages pursuant to section 1194.2 of the California Labor Code, for DEFENDANTS' violations of the minimum-wage provision of California Labor Code section 1197 and IWC wage Order 9-2001, according to proof;
- C) For an award of interest, including prejudgment interest at the legal rate;
- D) For punitive damages subject to proof at trial;
- E) For statutory damages, including reasonable attorneys' fees and cost of suit.

ON THE SECOND CAUSE OF ACTION:

- A) An order requiring DEFENDANTS to pay all wages, all sums unlawfully withheld from compensation due to PLAINTIFF, and interest thereon, relating back four years from the filing of this Complaint, in an amount subject to proof at trial.
- B) Waiting time penalties for PLAINTIFF, who are no longer employed by DEFENDANTS for thirty (30) days of wages in accordance with Cal. Lab. Code § 203.
- C) For compensatory damages, including lost wages, unpaid wages, and other losses, during the period commencing on the date that is four years prior to the date of the filing of this Complaint, in an amount subject to proof at trial;
- D) For punitive damages subject to proof at trial;
- E) For statutory damages, including reasonable attorneys' fees and cost of suit.

ON THE THIRD CAUSE OF ACTION:

- A) One hour of pay for each workday in which a meal and/or rest period break was either

1 untimely or not provided as required by law during the period commencing on the
2 date that is within four years prior to the filing of this Complaint.

3 B) For interest thereon at the maximum legal rate;

4 C) For costs of suit herein incurred;

5 D) For all other costs or fees recoverable by contract or statute.

6 E) For such other relief the Court may deem just and proper.

7
8 **ON THE FOURTH CAUSE OF ACTION:**

9 A) For reimbursement of all work-related expenditures;

10 B) For attorneys' fees as provided by the California Labor Code;

11 C) For interest thereon at the maximum legal rate;

12 D) For costs of suit herein incurred;

13
14 **ON THE FIFTH CAUSE OF ACTION:**

15 F) For wages, statutory damages and/or penalties as authorized by law for each violation
16 of Labor Code § 226;

17 B) For general damages, according to proof;

18 C) For other injunctive relief;

19 E) For an award of interest, including prejudgment interest at the legal rate;

20 F) For statutory damages, including reasonable attorneys' fees and cost of suit.

21
22 **ON THE SIXTH CAUSE OF ACTION**

23 A) Statutory and civil penalties pursuant to the Labor Code Private Attorneys General
24 Act of 2004;

25 B) For attorney's fees pursuant to Labor Code section 2699(g) and/or other applicable
26 law;
27
28

1 C) Pre-judgment and post-judgment interest as provided by law;

2 D) For costs of suit; and

3 E) For any other relief the Court may deem just and proper.

4 **ON THE SEVENTH CAUSE OF ACTION:**

5 A) For statutory penalties totaling \$1,500;

6 B) For injunctive relief;

7 C) For reasonable attorneys' fees pursuant to Labor Code sections 1198.5(l) and 226(h);

8 D) For all other costs or fees recoverable by contract or statute.

9 E) For such other relief the Court may deem just and proper.

10 **ON THE EIGHTH CAUSE OF ACTION:**

11 A) Restitution pursuant to Cal. Bus. & Prof. Code § 17200, et seq.;

12 B) Injunctive and declaratory relief pursuant to Cal. Bus. & Prof. Code § 17200, et seq.;

13 C) Attorneys' fees as provided by the California Labor Code,

14 D) For costs of suit herein incurred;

15 E) For all other costs or fees recoverable by contract or statute.

16 F) For such other relief the Court may deem just and proper.

17 DATED: 1/6/22

18 **SCHOECH LAW GROUP, PC**

19 By: 

20 MATTHEW SCHOECH
21 Attorneys for Plaintiff