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6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY
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8 RANDY RICHARDSON, an individual,
PLAINTIFF,

9 v.

10 ARCHER CREATIVE EMPIRE LLC, a
California limited liability corporation;
ALEKSEI ARCHER, an individual; and
11 DOES 1-100, inclusive,
DEFENDANTS.
12

) Case No.: 22STCV07959
)
)

13 **FIRST AMENDED COMPLAINT FOR**

- 14 (1) FAILURE TO PAY
STRAIGHT-TIME WAGES
(2) FAILURE TO PAY OVERTIME
AND DOUBLE-TIME WAGES
(3) FAILURE TO PAY MINIMUM
WAGE
(4) LIQUIDATED DAMAGES
(5) FAILURE TO PROVIDE
ACCURATE WAGE STATEMENTS
(6) WILLFUL FAILURE TO PAY
FINAL WAGES
(7) FAILURE TO INDEMNIFY
(8) UNFAIR COMPETITION
(9) PRIVATE ATTORNEYS GENERAL
ACT VIOLATIONS (Labor Code §§
2698 *et seq.*)
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20 **DEMAND FOR JURY TRIAL**
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1 Plaintiff Randy Richardson ("Plaintiff") alleges on behalf of himself, Aggrieved
2 Employees, and the State of California as follows:

3 **SUMMARY OF CLAIMS**

4 1. Archer Creative Empire LLC and Aleksei Archer (collectively "Defendants")
5 employed Plaintiff and other employees on Defendants' film production "Venice Beach
6 Scumbags" (hereinafter "VBS") in 2021 in Los Angeles, California.

7 2. Plaintiff alleges that Defendants violated the California Labor Code; Industrial
8 Welfare Commission, Order 12-2001, Regulating Wages, Hours and Working Conditions in the
9 Motion Picture Industry ("Wage Order 12"); and the California Unfair Competition Law,
10 Business and Professions Code §§ 17200, *et seq.*, ("UCL"). He also brings this action as a PAGA
11 action on behalf of himself and all employees employed by Defendants anywhere in California
12 against whom Defendants committed the violations of the California Labor Code and Wage Order
13 described herein ("Aggrieved Employees"), and the State of California.

14 3. Plaintiff alleges that Defendants violated and continue to violate the California
15 Labor Code and Wage Order 12 protections applicable to himself and other Aggrieved
16 Employees, including:

17 (a) Defendants' failure to pay Plaintiff and Aggrieved Employees (a) the
18 minimum wage for all hours worked, (b) wages at their contractual rates of pay for all hours
19 worked, and (c) overtime wages for those hours worked in excess of 8 hours in a workday or 40
20 hours in a workweek. For example, Defendants failed to pay Plaintiff and other Aggrieved
21 Employees all wages due to them during and after their employment on VBS, which means
22 Defendants failed to pay them (a) the minimum wage, (b) wages at their contractual rates of pay,
23 and (c) overtime wages. Defendants thus violated or caused to be violated Labor Code sections
24 204, 210, 510, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and the Wage Order.
25 Defendants may have also employed other Aggrieved Employees on other productions or in other
26 capacities in California during the PAGA statutory period and committed these same Labor Code
27 and Wage Order violations.

1 (b) Defendants' failure to provide Plaintiff and other Aggrieved Employees
2 employed on VBS with wage statements or to keep records as required by Labor Code section
3 226(a). Defendants failed to provide Plaintiff and other Aggrieved Employees with wage
4 statements that accurately showed their gross wages earned, total hours worked, all deductions,
5 net wages earned, the inclusive dates of the period for which the employees were paid, the name
6 of the employee, the name and address of the legal entity that is the employer, and all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at
8 each hourly rate. Defendants knowingly and intentionally violated the requirements to provide
9 Plaintiff and other Aggrieved Employees employed on VBS with accurate or any wage statements
10 or to keep copies of wage statements with the required information. Defendants also failed to
11 keep for at least three years payroll records showing the hours worked daily by and the wages
12 paid to Plaintiff and other Aggrieved Employees, as required by Labor Code section 1174(c) and
13 (d). Defendants also willfully failed to maintain the records required by Labor Code section
14 1174(c) and (d). Defendants also failed to maintain records of the wages and wage rates, job
15 classifications, and other terms and conditions of employment of Plaintiff and other Aggrieved
16 Employees for a period of at least three years, as required by Labor Code section 1197.5(e).
17 Defendants also failed to keep accurate information with respect to each employee, including
18 time records showing when the employee began and ended each work period, meal periods, split
19 shift intervals and daily hours worked, total wages paid each payroll period, total hours worked in
20 the payroll period and applicable rates of pay, and Defendants failed to keep such records on file
21 for at least three years at the place of employment or at a central location within California.
22 Defendants thus violated or caused to be violated Labor Code sections 226(a), 226.3, 226.6,
23 558.1, 1174, 1174.5, 1197.5, and 1199, and the Wage Order. Defendants may have also
24 employed other Aggrieved Employees on other productions or in other capacities in California
25 during the PAGA statutory period and committed these same Labor Code and Wage Order
26 violations.

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1 (c) Upon the end of Defendants' employment of Plaintiff and other Aggrieved
2 Employees on VBS, including by discharge and quitting, Defendants willfully failed to pay them
3 all wages earned and unpaid at the time of discharge or within 72 hours after quitting, including
4 failing to pay them the minimum wage, wages at their contractual rate of pay, and overtime
5 wages they earned. Defendants thus violated or caused to be violated Labor Code sections 201,
6 202, 203, and 558.1. Defendants may have also employed other Aggrieved Employees on other
7 productions or in other capacities in California during the PAGA statutory period and committed
8 these same Labor Code violations.

9 (d) Defendants' failure to indemnify Plaintiff and other Aggrieved Employees
10 for all necessary expenditures or losses incurred by them in direct consequence of their duties on
11 VBS, or of their obedience to the directions of Defendants while employed on VBS. Defendants
12 thus violated Labor Code section 2802. Defendants may have also failed to indemnify other
13 Aggrieved Employees on other productions or in other capacities in California during the PAGA
14 statutory period and committed this same Labor Code violation; and

15 (e) Defendants' voluntary and knowing misclassification of Plaintiff and other
16 Aggrieved Employees as independent contractors. Defendants thus violated Labor Code section
17 226.8. Defendants may have also employed other Aggrieved Employees on other productions or
18 in other capacities in California during the PAGA statutory period and committed this same
19 Labor Code violation.

20 4. Due to Defendants' violations of the California Labor Code and Wage Order 12 as
21 to Plaintiff and other Aggrieved Employees, they are all aggrieved employees of Defendants
22 pursuant to the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, ("PAGA"). Plaintiff
23 thus brings this action on behalf of the State of California, herself, and all other Aggrieved
24 Employees for civil penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a),
25 226.3, 226.6, 226.8, 510, 558, 558.1, 1174 subdivisions (c) & (d), 1174.5, 1194, 1194.2, 1197,
26 1197.1, 1197.5, 1198, and 1199, and Wage Order 12.

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1 of an employer, including but not limited to the other Defendants, who violated, or caused to be
2 violated, a section of Chapter 1 of the Labor Code or any provision regulating hours and days of
3 work in any order of the Industrial Welfare Commission, pursuant to Labor Code section 558.

4 13. During all times relevant to this Complaint, Archer Creative was a sole and/or
5 joint employer of Plaintiff and other Aggrieved Employees, who violated or caused to be
6 violated, provisions regulating minimum wages or hours and days of work in Wage Order 12, and
7 violated or caused to be violated Labor Code sections 203, 226, and 1194. Labor Code § 558.1.

8 **Aleksei Archer**

9 14. Defendant Aleksei Archer is a natural person residing in California.

10 15. During all times relevant to this Complaint, Ms. Archer solely and/or jointly
11 employed Plaintiff and other Aggrieved Employees in Los Angeles, California, pursuant to the
12 California Labor Code and Wage Order 12.

13 16. During all times relevant to this Complaint, Ms, Archer was a sole and/or joint
14 employer of Plaintiff and other Aggrieved Employees and/or other person acting on behalf of an
15 employer, including but not limited to the other Defendants, who violated, or caused to be
16 violated, a section of Chapter 1 of the Labor Code or any provision regulating hours and days of
17 work in any order of the Industrial Welfare Commission, pursuant to Labor Code section 558.

18 17. During all times relevant to this Complaint, Ms. Archer was a sole and/or joint
19 employer of Plaintiff and other Aggrieved Employees, and/or was an other person acting on
20 behalf of an employer of Plaintiff and other Aggrieved Employees, including but not limited to
21 the other Defendants, who violated or caused to be violated, provisions regulating minimum
22 wages or hours and days of work in Wage Order 12, and violated or caused to be violated Labor
23 Code sections 203, 226, and 1194. Labor Code § 558.1.

24 **DOES 1 through 100**

25 18. DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true
26 names and capacities are unknown to Plaintiff at this time. When their true names and capacities
27 are ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities
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1 herein. Plaintiff is informed and believes, and thereon alleges that each of the fictitiously-named
2 Defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiff's
3 damages as alleged herein were actually and/or proximately caused by such Defendants.

4 19. Plaintiff is informed and believes and thereon alleges that at all relevant times each
5 Defendant was the principal, agent, employer, owner, manager, managing agent, joint employer,
6 employee, partner, servant, joint venturer, officer, director, controlling shareholder, subsidiary,
7 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
8 the other Defendants, and was engaged with some or all of the other Defendants in a joint
9 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
10 to be liable for the conduct of them. Plaintiff is also informed and believes that each Defendant
11 solely and/or jointly employed Plaintiff and other Aggrieved Employees in California pursuant to
12 the California Labor Code and Wage Order 12. Plaintiff is also informed and believes and
13 thereon alleges that each Defendant was a sole and/or joint employer and/or other person acting
14 on behalf of an employer, including but not limited to the other Defendants, who violated, or
15 caused to be violated, a section of Chapter 1 of the Labor Code or any provision regulating hours
16 and days of work in any order of the Industrial Welfare Commission, pursuant to Labor Code
17 section 558. Plaintiff is further informed and believes and thereon alleges that each Defendant
18 was a sole and/or joint employer or an other person acting on behalf of an employer, including
19 but not limited to the other Defendants, who violated, or caused to be violated, any provision
20 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
21 Commission, or violated, or caused to be violated, Labor Code §§ 203, 226, or 1194, pursuant to
22 Labor Code § 558.1. Plaintiff is further informed and believes and thereon alleges that each
23 Defendant was a sole and/or joint employer or other person acting either individually or as an
24 officer, agent, or employee of another person, including but not limited to the other Defendants,
25 who paid or caused to be paid to any employee a wage less than the minimum fixed by an
26 applicable state or local law, or by an order of the commission, and who (a) required or caused
27 any employee to work for longer than those fixed, or under conditions of labor prohibited by an
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1 order of the commission, (b) paid or caused to be paid to any employee a wage less than the
2 minimum fixed by an order of the commission, and/or (c) violated or refused or neglected to
3 comply with any provision of Chapter 1 of the Labor Code or any order or ruling of the
4 commission, pursuant to Labor Code §§ 1197.1 and 1199. Plaintiff is further informed and
5 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
6 relationships alleged above, that each Defendant knew or should have known about, authorized,
7 ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants, and
8 that each Defendant acted pursuant to an agreement to do the things alleged herein.

9 **Defendants Solely and Jointly Employed Plaintiff and Other Aggrieved Employees**

10 20. At all relevant times, Plaintiff and other Aggrieved Employees were subject to the
11 control, direction and supervision of Defendants in connection with Plaintiff's and other
12 Aggrieved Employees' hours worked, and such hours worked were within the usual course of
13 Defendants' business.

14 21. At all relevant times, each Defendant solely and two or more Defendants jointly
15 employed Plaintiff and other Aggrieved Employees in California by, inter alia, exercising control
16 over their wages, hours or working conditions, suffering or permitting them to work, and/or
17 engaging Plaintiff and other Aggrieved Employees.

18 22. Upon information and belief, Defendants operated individually and in concert and
19 each retained and shared significant control over the terms and conditions of Plaintiff's and other
20 Aggrieved Employees' employment, including, without limitation, those terms and conditions
21 related to the claims alleged herein.

22 **FACTUAL BACKGROUND**

23 23. Defendants employed Plaintiff and other Aggrieved Employees in the Motion
24 Picture Industry in Los Angeles, California in 2021. Plaintiff worked for Defendants for an
25 average of 14 hours per day and other Aggrieved Employees worked in excess of 8 hours per day.

26 24. Defendants failed to Plaintiff and other Aggrieved Employees all or any wages for
27 Defendants' employment of them. By failing to pay Plaintiff and other Aggrieved Employees all
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1 or any wages, Defendants failed to pay them the minimum wage for all hours worked, straight-
2 time wages for hours worked each day up to 8 hours per workday, overtime wages for hours
3 worked each day in excess of 8 hours per workday or 40 hours per workweek, or double-time
4 wages for hours worked each day in excess of 12 hours per workday.

5 25. Defendants have failed to provide Plaintiff and other Aggrieved Employees with
6 any wage statements, including failing to provide them with wage statements that accurately
7 showed their gross wages earned, total hours worked, net wages earned, and all applicable hourly
8 rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate. Defendants knowingly and intentionally violated the requirements to provide
10 Plaintiff and other Aggrieved Employees with wage statements accurately showing their gross
11 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect
12 during the pay period and the corresponding number of hours worked at each hourly rate, or to
13 keep copies of wage statements with the required information.

14 26. Upon the end of Defendants' employment of Plaintiff and other Aggrieved
15 Employees, Defendants willfully failed to pay them all or any wages earned and unpaid at the
16 time of discharge, by not paying them the minimum wage, straight-time wages, or overtime
17 wages and double-time wages.

18 27. Plaintiff and other Aggrieved Employees incurred various expenditures or losses
19 in direct consequence of their duties as Defendants' employees or of their obedience to
20 Defendants' direction. Defendants have failed to reimburse Plaintiff and other Aggrieved
21 Employees for these expenditures or losses.

22 **FIRST CLAIM FOR RELIEF**
23 **Failure to Pay Straight-Time Wages**
24 **[Labor Code §§ 204 & 218]**
(On Behalf of Plaintiff Against All Defendants)

25 28. Plaintiff realleges and incorporates by reference all other paragraphs as if they
26 were set forth again herein.

27 29. "All wages ... earned by any person in any employment are due and payable twice
28 during each calendar month." Labor Code § 204(a).

1 30. “Nothing in this article shall limit the right of any wage claimant to sue directly or
2 through an assignee for any wages or penalty due him under this article.” Labor Code § 218.

3 31. As Plaintiff’s and other Aggrieved Employees’ employers, Defendants were
4 required to pay them straight-time wages for all hours worked up to 8 hours per workday.
5 However, Defendants failed to pay straight-time wages to Plaintiff and other Aggrieved
6 Employees for all such hours worked.

7 32. Defendants are subject to Labor Code sections 204 and 218. Defendants did not
8 pay Plaintiff and other Aggrieved Employees all or any wages earned, including straight-time
9 wages, twice during each calendar month, thus violating Labor Code section 204. Accordingly,
10 Defendants are liable to Plaintiff for unpaid straight-time wages.

11 **SECOND CLAIM FOR RELIEF**
12 **Failure to Pay Overtime and Double-Time Wages**
13 **[Labor Code §§ 510, 558.1, 1194, 1198 & Wage Order 12]**
14 **(On Behalf of Plaintiff Against All Defendants)**

15 33. Plaintiff realleges and incorporates by reference all other paragraphs as if they
16 were set forth again herein.

17 34. “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
18 in one workday and any work in excess of 40 hours in any one workweek and the first eight hours
19 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
20 less than one and one-half times the regular rate of pay for an employee. Any work in excess of
21 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay
22 for an employee. In addition, any work in excess of eight hours on any seventh day of a
23 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
24 employee.” Labor Code § 510(a).

25 35. “Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8)
26 hours in any workday or more than six (6) days in any workweek is permissible provided the
27 employee is compensated for such overtime as follows: ... (i) [o]ne and one-half (1 ½) times the
28 employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and
including twelve (12) hours in any workday, and for the first eight (8) hours worked on the

seventh (7th) consecutive day of work in a workweek; and (ii) [d]ouble the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday, and for hour all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek." Wage Order 12, § 3(A)(1).

36. "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198.

37. "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." Labor Code § 1194(a).

38. Defendants are subject to Labor Code sections 510, 558.1, 1194, 1198 and Wage Order 12. Defendants failed to pay Plaintiff and other Aggrieved Employees overtime wages for all hours worked in excess of 8 hours in a workday or 40 hours in a workweek and Defendants failed to pay them double-time wages for hour all hours worked in excess of 12 hours in one day or in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. Defendants thus violated Labor Code sections 510, 558.1, 1194, 1198 and Wage Order 12. Accordingly, Defendants are liable to Plaintiff for overtime and double-time wages and for interest thereon, reasonable attorney's fees, and costs of suit.

THIRD CLAIM FOR RELIEF
Failure to Pay Minimum Wage
[Labor Code §§ 558.1, 1182.12, 1194, 1197, 1198 and Wage Order 12]
(On Behalf of Plaintiff Against All Defendants)

39. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

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40. “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period....” Wage Order 12, Section 4(B).

41. The “minimum wage for all industries shall be not less than the amounts set forth in this subdivision.... From January 1, 2021 to December 31, 2021, inclusive,--fourteen dollars (\$14) per hour.” Labor Code § 1182.12(b).

42. “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum wage so fixed is unlawful.” Labor Code § 1197.

43. All Defendants are subject to Labor Code sections 558.1, 1182.12, 1194, 1197, 1198 and Wage Order 12. Defendants failed to pay Plaintiff and other Aggrieved Employees the minimum wage for all hours worked, thus violating Labor Code sections 558.1, 1182.12, 1194, 1197, 1198 and Wage Order 12. Accordingly, Defendants are liable to Plaintiff for the minimum wage for all hours worked including interest thereon, reasonable attorney's fees, and costs of suit.

FOURTH CLAIM FOR RELIEF
Liquidated Damages
[Labor Code §§ 1194 & 1194.2]
(On Behalf of Plaintiff Against All Defendants)

44. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

45. “In any action under [Labor Code] Section ... 1194 ... to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” Labor Code § 1194.2(a).

46. All Defendants are subject to Labor Code sections 1194 and 1194.2. This lawsuit is an action under Labor Code sections 1194 to recover unpaid minimum wages from Defendants for all hours worked. Accordingly, Defendants are liable to Plaintiff for liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CLAIM FOR RELIEF
Failure to Provide Accurate Wage Statements
[Labor Code §§ 226 & 558.1]
(On Behalf of Plaintiff Against All Defendants)

47. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

48. “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, ... (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 only 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. ... [A] copy of the statement ... 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.” Labor Code 226(a).

49. “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with [Labor Code section 226] subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

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1 (i) The amount of the gross wages or net wages paid to the employee during the pay
2 period or any of the other information required to be provided on the itemized wage statement
3 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

4 (ii) Which deductions the employer made from gross wages to determine the net wages
5 paid to the employee during the pay period.

6 (iii) The name and address of the employer.

7 (iv) The name of the employee and only the last four digits of his or her social security
8 number or an employee identification number other than a social security number. Labor Code §
9 226(e).

10 50. All Defendants are subject to Labor Code sections 226 and 558.1. Defendants
11 failed to provide Plaintiff and other Aggrieved Employees with accurate itemized wage
12 statements or any wage statements. Defendants thus violated Labor Code sections 226 and 558.1.
13 Accordingly, Defendants are liable to Plaintiff for the greater of all actual damages or fifty dollars
14 (\$50) for the initial pay period in which a wage statement violation occurs and one hundred
15 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
16 aggregate penalty of four thousand dollars (\$4,000), and Plaintiff is entitled to an award of costs
17 and reasonable attorney's fees.

18 **SIXTH CLAIM FOR RELIEF**
19 **Willful Failure to Pay Final Wages**
20 **[Labor Code §§ 201, 203 & 558.1]**
21 **(On Behalf of Plaintiff Against All Defendants)**

22 52. Plaintiff realleges and incorporates by reference all other paragraphs as if they
23 were set forth again herein.

24 53. "If an employer discharges an employee, the wages earned and unpaid at the time
25 of discharge are due and payable immediately." Labor Code § 201(a).

26 54. "If an employer willfully fails to pay ... in accordance with [Labor Code]
27 Section[] 201 ... any wages of an employee who is discharged..., the wages of the employee shall
28 continue as a penalty from the due date thereof at the same rate until paid or until an action

1 therefore is commenced; but the wages shall not continue for more than 30 days.” Labor Code §
2 203(a).

3 55. All Defendants are subject to Labor Code sections 201, 203 and 558.1.
4 Defendants failed to pay all wages earned to Plaintiff and other Aggrieved Employees or any
5 wages earned when they were discharged. Defendants thus violated Labor Code sections 201,
6 203 and 558.1. Defendants’ failure to pay all or any wages earned to Plaintiff and other
7 Aggrieved Employees when they were discharged was willful. Accordingly, Defendants are
8 liable to Plaintiff for penalties pursuant to Labor Code section 203.

9 **SEVENTH CLAIM FOR RELIEF**
10 **Failure to Indemnify**
11 **[Labor Code § 2802]**
(On Behalf of Plaintiff Against All Defendants)

12 56. Plaintiff realleges and incorporates by reference all other paragraphs as if they
13 were set forth again herein.

14 57. “An employer shall indemnify his or her employee for all necessary expenditures
15 or losses incurred by the employee in direct consequence of the discharge of his or her duties, or
16 of his or her obedience to the directions of the employer...” Labor Code § 2802(a). “All awards
17 made by a court ... for reimbursement of necessary expenditures under this section shall carry
18 interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which
19 the employee incurred the necessary expenditure or loss.” Labor Code § 2802(b). “For purposes
20 of this section, the term “necessary expenditures or losses” shall include all reasonable costs,
21 including, but not limited to, attorney’s fees incurred by the employee enforcing the rights
22 granted by this section.” Labor Code § 2802(c).

23 58. Plaintiff and other Aggrieved Employees incurred expenses and losses in direct
24 consequence of their duties, or of their obedience to the direction of Defendants. Defendants
25 failed to reimburse them for these expenditures and losses. Accordingly, Defendants are liable to
26 Plaintiff for the amount of these expenditures and losses, plus interest and attorney’s fees.

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EIGHTH CLAIM FOR RELIEF
Unfair Competition
[Business and Professions Code §§ 17200, *et seq.*]
(On Behalf of Plaintiff Against All Defendants)

59. Plaintiff realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

60. The foregoing conduct, as alleged, violates the Unfair Competition Law (“UCL”), Business & Professions Code § 17200 *et seq.* The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

61. Beginning on a date unknown to Plaintiff, but within the last four years, Defendants committed, and continue to commit, acts of unfair competition, as defined by the UCL, by, *inter alia*, engaging in the acts and practices described herein. Defendants’ conduct as herein alleged has injured Plaintiff and other Aggrieved Employees by wrongfully denying them straight-time wages, overtime and double-time wages and the minimum wage for all hours worked while employed by Defendants and by failing to reimburse them for expenditures and losses they incurred in carrying out their duties as Defendants’ employee.

62. Defendants engaged in unfair competition in violation of the UCL by violating, *inter alia*, Labor Code §§ 201, 203, 204, 218, 510, 558.1, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and Wage Order 12. Each of these violations constitutes an independent and separate violation of the UCL, and such conduct by Defendants threatens or harms competition.

63. Defendants’ unlawful and unfair business practices and acts, described above, have injured Plaintiff and other Aggrieved Employees as a result of Defendants’ retention of wages and reimbursements owed to them. Defendants have reaped unfair and illegal profits by retaining these wages and reimbursements from Plaintiff and other Aggrieved Employees. Defendants should be required to disgorge these unfair and illegal profits and restore them to Plaintiff.

64. Defendants’ unfair and unlawful business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants cease the unlawful practices alleged herein, and account for, disgorge, and restore to Plaintiff the

1 wages and reimbursements unlawfully withheld from him. Plaintiff is entitled to restitution of all
2 monies to be disgorged from Defendants for the wages and reimbursements unlawfully withheld
3 from him.

4 **NINTH CLAIM FOR RELIEF**
5 **Private Attorneys General Act Violations**
6 **[Labor Code §§ 2698, *et seq.*]**
7 **(On Behalf of Plaintiff and Other Aggrieved Employees Against All Defendants)**

8 65. Plaintiff realleges and incorporates by reference all other paragraphs as if they
9 were set forth again herein.

10 66. Pursuant to Labor Code § 2699(c), an “aggrieved employee” means any person
11 who was employed by the alleged violator and against whom one or more of the alleged
12 violations was committed.” PAGA provides that any provision of law under the Labor Code that
13 sets forth a civil penalty to be assessed and collected by the Labor and Workforce Development
14 Agency (“LWDA”), may, as an alternative, be recovered through a civil action brought by an
15 aggrieved employee on behalf of herself or herself and other current or former all other aggrieved
16 employees pursuant to the procedures outlined in Labor Code § 2699.3.

17 67. As a result of the California Labor Code violations that Defendants committed
18 against Plaintiff and other current and former Aggrieved Employees of Defendants, Plaintiff and
19 his fellow Aggrieved Employees of Defendants are all “aggrieved employees” of Defendants
20 within the definition of Labor Code § 2699(c). As an aggrieved employee, Plaintiff seeks, on
21 behalf of himself and his fellow Aggrieved Employees and on behalf of the State of California, to
22 recover civil penalties from Defendants under Labor Code §§ 2699, 210, 226.3, 558, 1174.5, and
23 1197.1, and Wage Order 12, § 20 for Defendants’ Labor Code violations set forth above,
24 including Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.6,
25 226.8, 510, 558, 558.1, 1174 subdivisions (c) & (d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
26 1198, and 1199, and Wage Order 12.

27 68. Pursuant to Labor Code § 2699.3, an aggrieved employee may commence a civil
28 action arising under Labor Code § 2699 after the following requirements have been met:

- a. The aggrieved employee or representative shall give written notice by filing online

1 with the LWDA and by certified mail to the employer of the specific provisions of the
2 Labor Code alleged to have been violated, including the facts and theories to support
3 the alleged violation. A \$75 filing fee should accompany the notice.

- 4 b. For violations of any provision listed in Labor Code § 2699.5, the LWDA shall notify
5 the employer and the aggrieved employee or representative by certified mail that it
6 does not intend to investigate the alleged violation within 60 calendar days of the
7 postmark date of the notice received. Upon receipt of that notice or if no notice is
8 provided within 65 calendar days of the postmark date of the notice, the aggrieved
9 employee may commence a civil action pursuant to Section 2699. For violations of
10 any provision other than those listed in Labor Code § 2699.5 or Division 5, the
11 aggrieved employee may commence a civil action pursuant to Section 2699 if the
12 employer has not cured the violations within 33 calendar days of the postmark date of
13 the notice.

14 69. On or about November 30, 2021, Plaintiff gave timely written notice by certified
15 mail to Defendants of Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a),
16 226.3, 226.6, 226.8, 510, 558, 558.1, 1174 subdivisions (c) & (d), 1174.5, 1194, 1194.2, 1197,
17 1197.1, 1197.5, 1198, and 1199, and Wage Order 12 alleged in this Complaint, including the facts
18 and theories to support the alleged violations, and Plaintiff filed the notice online with the
19 LWDA. Plaintiff also paid the accompanying filing fee of \$75.00. Plaintiff has complied with all
20 notice and exhaustion procedures as required by PAGA.

21 70. The LWDA did not provide notice of its intention to investigate Defendants'
22 violations of provisions listed in Labor Code § 2699.5 by the expiration of the 65-day waiting
23 time period. Defendants have not cured the violations of provisions other than those listed in
24 Labor Code § 2699.5 or Division 5 by the expiration of the 33-day period. Consequently,
25 Plaintiff's right to file the instant lawsuit then duly accrued.

26 71. Therefore, Plaintiff has complied with all of the requirements set forth in Labor
27 Code § 2699.3 to commence a representative action under PAGA.

28 ///

72. Plaintiff, on behalf of himself, his fellow Aggrieved Employees, and on behalf of the State of California, seeks civil penalties under PAGA, 75% of which will be distributed to the State of California, and 25% of which will be distributed to Plaintiff and his fellow Aggrieved Employees. Under this PAGA action, Plaintiff is also entitled to an award of reasonable attorney's fees and costs.

73. Pursuant to Labor Code § 2699, Plaintiff is entitled to recover civil penalties in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.6, 226.8, 510, 558, 558.1, 1174 subdivisions (c) & (d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, and 1199, and Wage Order 12, as well as the civil penalties specifically provided in Labor Code §§ 2699, 210, 226.3, 558, 1174.5, and 1197.1, and Wage Order 12, § 20, plus reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief from Defendants as follows:

- A. Unpaid straight-time wages of \$8,925.00;
- B. Unpaid overtime and double-time wages of \$11,156.25;
- C. Unpaid minimum wage of \$3,570.00;
- D. Liquidated damages of \$15,618.75;
- E. Waiting time penalties of \$31,500.00;
- F. Damages for not providing accurate wage statements of \$250.00;
- G. Unreimbursed expenses of \$1,443.55;
- H. Interest of \$2,035.68;
- I. Restitution pursuant to Business & Professions Code §§ 17200 *et seq.* according to proof;
- J. Pre-judgment and post-judgment interest, as provided by law;

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1 K. Attorneys' fees, pursuant to Labor Code §§ 218.5(a), 226(e), 1194, 2699, 2802,
2 and all other bases for fees under the law;

3 L. Civil penalties pursuant to PAGA;

4 M. Costs of suit, including expert fees and costs, pursuant to Labor Code §§ 218.5(a),
5 226(e), 1194, 2699, and 2802, and all other bases for costs under the law;

6 N. Such other and further legal and equitable relief as the Court may deem just and
7 proper.

8 O. An appropriate service payment to Plaintiff for his service as PAGA
9 representative.

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial on all causes of action and claims alleged herein.

13
14 Respectfully submitted,

15
16 Dated: August 19, 2022

17 By: 

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