

FILED / ENDORSED

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By G. Galaviz, Deputy Clerk

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9 individually and on behalf of all other similarly situated employees

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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ANTHONY LINGLE, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

CENTIMARK CORPORATION, a
Pennsylvania Corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No. 34-2021-00311991

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum 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

BY FAX

1 Plaintiff ANTHONY LINGLE ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees, hereby files this First Amended Complaint against Defendants CENTIMARK
3 CORPORATION, a Pennsylvania Corporation; and DOES 1 to 100, inclusive (hereinafter all
4 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

5 INTRODUCTION

6 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
7 Plaintiff for failure to pay minimum wages, failure to pay overtime wages, meal period violations, rest
8 period violations, wage statement violations, failure to timely pay final wages, failure to reimburse
9 expenses, and unfair competition.

10 JURISDICTION AND VENUE

11 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 16.

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

19 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 ("LWDA") on approximately November 19, 2021. Plaintiff provided facts and legal bases for his
24 claims within the notice to the LWDA on all violations asserted under the PAGA cause of action.
25 Plaintiff also submitted the \$75.00 filing fee. The November 19, 2021, notice was also sent via certified
26 mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff's
27 notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the
28 PAGA and may bring this action on behalf of himself and all similarly situated employees, *i.e.*

1 aggrieved employees. See Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*
2 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved employees include, but are not
3 limited to the following: all non-exempt employees who have or continue to work for Defendants in
4 California from November 19, 2020 to the present.

5 **PARTIES**

6 5. ANTHONY LINGLE is an individual over the age of eighteen (18) and is a resident
7 of the State of California.

8 6. On information and belief, Plaintiff alleges, CENTIMARK CORPORATION, is now
9 and/or at all times mentioned in this Complaint was Pennsylvania Corporation and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

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

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

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

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

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CLASS ALLEGATIONS

12. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who have or continue to work for Defendants in California from July 11, 2018, to the present.

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

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as one hundred (100) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

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

- (1) Whether Defendants paid Plaintiff and putative class members for all hours worked, including drive time to the first worksite;
- (2) Whether Defendants paid Plaintiff and putative class members all overtime wages they were owed;
- (3) Whether Defendants had a policy or practice of failing to take into account all compensation paid, to calculate their regular rates of pay;
- (4) Whether Defendants failed to authorize and permit Plaintiff and putative class members to take meal periods;

- (5) Whether Defendants failed to authorize and permit Plaintiff and putative class members to take rest periods;
- (6) Whether Defendants failed to authorize and permit second meal periods and third rest periods when Plaintiff and putative class members worked over 10 hours in a day;
- (7) Whether Defendants failed to authorize and permit Plaintiff and putative class members to begin meal periods before the end of their fifth hour of work;
- (8) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (9) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid for all hours worked and all overtime wages earned, did not receive all meal and rest periods, and were not reimbursed for the use of their personal cellphones. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

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

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 14 as though fully
17 set forth herein.

18 16. Plaintiff worked for Defendants from approximately November 1, 2019, to October 2021,
19 as an hourly, non-exempt employee. Similarly situated employees also worked for Defendants as non-
20 exempt, hourly employees. Plaintiff and similarly situated employees performed work as laborers and
21 roofers across California.

22 17. Defendants failed to pay Plaintiff and similarly situated employees for all hours spent
23 driving for work purposes, including drive time from Defendants' Roseville location/shop, or the
24 designated meet up location, to the job site. Plaintiff and similarly situated employees had to obtain
25 materials and equipment necessary to complete their job tasks from Defendants' shop, or meet up
26 location, and then transport these materials to various worksites across California.

27 18. When Defendants did pay Plaintiff and similarly situated employees for travel time at
28 their hourly rate, they were rarely paid for the full number of hours they were on the road for work

1 purposes. Additionally, Plaintiff and similarly situated employees earned remuneration in addition to
2 their basic hourly rate, including, but not limited to, bonuses and zone pay. However, the additional
3 compensation was not properly accounted for when calculating Plaintiff's and similarly situated
4 employees' regular rate of pay for overtime, sick leave, and meal and rest period premium purposes.
5 This 'zone pay' was also consistently underpaid both because it was often less than the contracted 'zone
6 pay' rate or amounted to less than Plaintiff and similarly situated employees' hourly rate for all hours
7 worked.

8 19. Defendants, further, did not authorize and permit Plaintiff and similarly situated
9 employees to take a full, uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10)
10 minute rest periods every four (4) hours or major fraction thereof. Defendants further did not authorize
11 and permit Plaintiff and similarly situated employees a second meal break after working more than ten
12 (10) hours, or a second or third rest period after working more than eight (8) and twelve (12) hours. In
13 fact, it was Defendants' expectation that Plaintiff and similarly situated employees would remain on call
14 during break time while driving to and from the work site and while at the actual job site.

15 20. Finally, Defendants failed to reimburse Plaintiff and similarly situated employees for all
16 expenses they incurred for work, including the use of their personal cellphones and tools required for
17 work. For instance, Plaintiff and similarly situated employees used their personal phones to consistently
18 communicate with staff and management while at the work site or driving. Despite this, Defendants
19 failed to have any policy or practice to reimburse them for such use. In addition to using their personal
20 phones for work purposes, Plaintiff and similarly situated employees also used their own tools for job
21 related purposes. Although Defendants did have company tools, these tools were often unavailable
22 when they were needed for the job.

23 21. As a result of these practices, Defendants failed to provide Plaintiff and similarly situated
24 employees with accurate wage statements. The wage statements did not accurately itemize Plaintiff's
25 and similarly situated employees' total hours worked, all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate, and the correct amount of
27 gross and net wages.
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22. At the time of Plaintiff's and similarly situated employees' termination and/or separation, Plaintiff and similarly situated employees had regular and overtime wages owing to them, meal and rest period premiums, and paid sick time. To date, Defendants have not paid Plaintiff and similarly situated employees these unpaid wages.

CAUSES OF ACTION

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

23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully set forth herein.

24. 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. 16, section (3)(A); Cal. Lab. Code §§ 510, 1194.*

25. 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 1.5x their regular rate of pay.

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

27. 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.

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

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

1 29. For the period preceding the filing of this Complaint, Defendants were required to
2 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
3 every hour worked. See MW-Order 2019: IWC Wage Order, No. 16, section 4(A); Cal. Lab. Code §
4 1194.

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

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

10 **THIRD CAUSE OF ACTION**
11 **MEAL PERIOD VIOLATIONS**
12 **(As to all Defendants)**

13 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
14 set forth herein.

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

17 34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16, section
18 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
19 minutes for each work period of more than five (5) hours.

20 35. California Labor Code section 512 and Wage Order No. 16 section 11(B) further
21 provide that employers may not employ employees for a work period for more than ten (10) hours
22 per day without providing the employee with a second meal period of at least thirty (30) minutes.
23 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
24 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
25 (1) hour of pay at their regular rate of compensation for each meal period not provided.

26 36. Defendants employed Plaintiff and similarly situated employees for periods of more
27 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
28 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

1 employees to take their first meal period before the completion of their fifth hour of work and failed
2 to allow Plaintiff and similarly situated employees to take their second meal period before the
3 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
4 rights to all meal periods throughout their employment.

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

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

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

12 39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully
13 set forth herein.

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

16 41. California Labor Code section 226.7 and Wage Order No. 16, section 12(A) require
17 an employer to provide a rest period of not less than ten (10) minutes for each work period of more
18 than four (4) hours or a major fraction thereof.

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

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

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

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

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. 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.

47. 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 regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' failure to pay for all hours worked. 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

1 whether they received all wages owed and were prevented from effectively challenging information
2 on their wage statements.

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

6 **SIXTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(As to all Defendants)**

9 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
10 set forth herein.

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

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

15 52. Plaintiff and similarly situated employees did not receive all wages, including minimum
16 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
17 within the required time after their separation from employment.

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

21 54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
23 and similarly situated employees were not paid for all hours worked, or paid the proper rate of pay for
24 all hours worked, because it was Defendants' practices that authorized these under payments. Such
25 conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet
26 Defendants still refused to pay the remaining wages owed.

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

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

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

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

58. Defendants required Plaintiff and similarly situated employees to use their personal phones and tools for work purposes but failed to reimburse them for such use. Further, while on out-of-town jobs, Defendants failed to properly reimburse Plaintiff and similarly situated employees for their meals.

59. 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.

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EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to All Defendants)

60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

62. Plaintiff and similarly situated employees were not paid all wages owed, including contract wages, minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter.

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

64. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 16, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 16, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

- 1 • Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and
2 Unlawful Deductions)
3 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
4 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
5 67. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
6 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
7 2699(f)(2).
8 68. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
9 sections 2699(a) and 2699.3.
10 69. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
11 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
12 the extent pertinent as if set forth here in full

13 **DAMAGES**

14 WHEREFORE Plaintiff requests relief as follows:

- 15 1. A jury trial;
16 2. As to the First Cause of Action:
17 a. Wages in an amount to be proven at trial;
18 b. Interest for the wages due pursuant to California Labor Code section 1194;
19 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
20 Code section 1194;
21 3. As to the Second Cause of Action:
22 a. Wages in an amount to be proven at trial;
23 b. Interest for the wages due pursuant to California Labor Code section 1194;
24 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
25 Code section 1194;
26 d. Liquidated damages pursuant to California Labor Code section 1194.2;
27 4. As to the Third Cause of Action:
28 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);

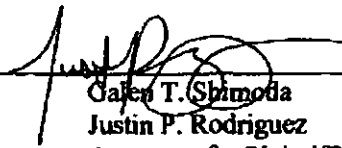
18 8. As to the Ninth Cause of Action:

- 19 a. For civil penalties as provided in the Labor Code for each enumerated
20 violation;
21 b. For those Labor Code sections where there is no civil penalty provided for their
22 violation, the default penalty provided in Labor Code section 2699(f): for any
23 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
24 period; For any subsequent violation, two hundred dollars (\$200) for each
25 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
8 Dated: July 13, 2022

Shimoda & Rodriguez Law, PC

9
10 By: 
11 Calen T. Shimoda
12 Justin P. Rodriguez
13 Attorneys for Plaintiff

1 *Lingle v. Centimark Corporation*
2 *Sacramento County Superior Court of California; Case No. 34-2021-00311991*

3 **PROOF OF SERVICE — CCP §§ 1013a, 1010.6 and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On July 22, 2022, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Lisa K. Garner (SBN: 155554)
11 Joshua B. Wagner (SBN: 199570)
12 Annette L. Rose (SBN: 311274)
13 GORDON REES SCULLY
14 MANSUKHANI, LLC
15 3 Parkcenter Drive, Ste. 200
16 Sacramento, CA 95825
Telephone: (916) 830-6538
Facsimile: (916) 920-4402
Email: lgarner@grsm.com
jwagner@grsm.com
arose@grsm.com
vwhitaker@grsm.com
rgbrown@grsm.com
cserrano@grsm.com

17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal
19 Service and that each day's mail is deposited with the United States Postal
20 Service that same day in the ordinary course of business. On the date set forth
21 above, I served the aforementioned document(s) on the parties in said action
by placing a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid, for collection and mailing on this date, following
ordinary business practices, at Elk Grove, California, addressed as set forth
above.

22 [] [By Personal Service] By personally delivering a true copy thereof to the
23 office of the addressee above.

24 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
26 personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing is
28 true and correct, and that this declaration was executed on July 22, 2022, at Elk Grove, California

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Elias Tapia