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11 TREVOR NEADEAU

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

02/23/2022

Clerk of the Court

BY: LAURA SIMMONS

Deputy Clerk

12 **IN THE SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO, CIVIC CENTER COURTHOUSE**

14 TREVOR NEADEAU, an individual,

15 Plaintiff,

16 vs.

17 BROADWAY MANAGEMENT COMPANY,
18 LLC, a California corporation, HARRY LEWIS,
19 an individual, WILLIAM R. LEWIS III, an
20 individual, ELIZABETH CONRON, an
21 individual, LINDA STAPLETON, an individual,
22 AND JOSEPH CONRON, an individual,

23 Defendants.

Case No.:

CGC-22-598314

**COMPLAINT AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT**

24 1. Plaintiff TREVOR NEADEAU is informed and believes and thereon alleges as
25 follows:

26 **PARTIES, VENUE AND JURISDICTION**

27 2. Plaintiff TREVOR NEADEAU was at all times relevant hereto a resident of San Mateo,
28 California.

3. At all relevant times herein, Defendant BROADWAY MANAGEMENT COMPANY,

1 LLC was a California corporation with its principal place of business in San Ramon, California.

2 4. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
3 because this suit was filed in the county where the liability arises, where the breach occurred and where
4 Defendants resided at the commencement of this action.

5 5. Defendant HARRY LEWIS was at all times relevant herein a principal of Defendant
6 BROADWAY MANAGEMENT COMPANY, LLC.

7 6. Defendant WILLIAM R. LEWIS III was at all times relevant herein a principal of
8 Defendant BROADWAY MANAGEMENT COMPANY, LLC.

9 7. Defendant ELIZABETH CONRON was at all times relevant herein a principal of
10 Defendant BROADWAY MANAGEMENT COMPANY, LLC.

11 8. Defendant LINDA STAPLETON was at all times relevant herein a principal of
12 Defendant BROADWAY MANAGEMENT COMPANY, LLC.

13 9. Defendant JOSEPH CONRON was at all times relevant herein a principal of Defendant
14 BROADWAY MANAGEMENT COMPANY, LLC.

15 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
16 unity of interest and ownership between BROADWAY MANAGEMENT COMPANY, LLC,
17 HARRY LEWIS, WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and
18 JOSEPH CONRON, and DOES 1-20 that the individuality and separateness of defendants have ceased
19 to exist.

20 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
21 of purported corporate existence, BROADWAY MANAGEMENT COMPANY, LLC, HARRY
22 LEWIS, WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH
23 CONRON, and DOES 1-20 are, in reality, one and the same.

24 12. BROADWAY MANAGEMENT COMPANY, LLC, HARRY LEWIS, WILLIAM R.
25 LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH CONRON, and DOES 1-
26 20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

27 13. The business affairs BROADWAY MANAGEMENT COMPANY, LLC, HARRY
28 LEWIS, WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH

1 CONRON, and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the
2 same cannot reasonably be segregated, and the same are in inextricable confusion. BROADWAY
3 MANAGEMENT COMPANY, LLC is, and at all times relevant hereto was, used by HARRY LEWIS,
4 WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH CONRON,
5 and DOES 1-20 and, as a mere shell and conduit for the conduct of certain of Defendants' affairs, and
6 is, and was, the alter ego of DOES 1-20. The recognition of the separate existence BROADWAY
7 MANAGEMENT COMPANY, LLC would not promote justice, in that it would permit Defendants to
8 insulate themselves from liability to Plaintiff for violations of state law. The corporate existence of
9 BROADWAY MANAGEMENT COMPANY, LLC and DOES 1-20 should be disregarded in equity
10 and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
11 herein.

12 14. Accordingly, BROADWAY MANAGEMENT COMPANY, LLC, HARRY LEWIS,
13 WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH CONRON,
14 and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence
15 must be disregarded.

16 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
17 thereon alleges that BROADWAY MANAGEMENT COMPANY, LLC, HARRY LEWIS,
18 WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH CONRON,
19 and DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents
20 of BROADWAY MANAGEMENT COMPANY, LLC were also employees of HARRY LEWIS,
21 WILLIAM R. LEWIS III, ELIZABETH CONRON, LINDA STAPLETON, and JOSEPH CONRON,
22 and DOES 1-20. BROADWAY MANAGEMENT COMPANY, LLC employees performed services
23 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
24 shared control of them as employees, either directly or indirectly, and the manner in which Defendants'
25 business was and is conducted.

26 16. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
28 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this

1 Complaint to insert the true names and capacities of these Defendants when they become known to
2 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
3 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
4 Plaintiff as alleged hereinafter.

5 17. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
6 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
7 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and
8 each of them, and in doing the things alleged herein, were acting at least in part within the course and
9 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
10 joint venture and with the permission and consent of each of the other Defendants.

11 18. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
12 including those defendants named as DOES 1-20 acted in concert with one another to commit the
13 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
14 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
15 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
16 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
17 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
18 intended to cause and actually causing Plaintiff's harm.

19 19. Whenever and wherever reference is made in this Complaint to any act or failure to act
20 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
21 and/or failures to act by each Defendant acting individually, jointly and severally.

22 **FACTUAL ALLEGATIONS**

23 20. Plaintiff TREVOR NEDEAU worked as a Building Maintenance Technician for
24 Defendants from November 5, 2020 to July 27, 2021.

25 21. Plaintiff TREVOR NEDEAU'S job duties performing building maintenance and
26 repairs, as well as administrative management tasks. Additionally, Plaintiff was required to visit
27 different hardware stores about three times per week to restock supplies.

28 22. During his employment, Plaintiff was assigned to three different apartment complexes:

1) Peninsula Pines Apartments; 2) Fairmont Apartments; and 3) Colonial Gardens.

23. Plaintiff worked Monday through Friday, from 8:00 a.m. to 5:00 p.m. and was to be paid \$21 per hour. Plaintiff's schedule involved visiting Peninsula Pines Apartments about five times per week and the Fairmont Apartments about six times per week.

24. Additionally, Plaintiff was assigned on-call duties every six weeks. His on-call duties would last for two weeks, and his on-call responsibilities consisted of responding to afterhours emergencies.

25. Defendants required Plaintiff and its other employees to use their personal cell phones to respond to after hours emergencies.

26. At no point during Plaintiff's employment was he compensated for the time spent on-call or for the time spent responding to after hours emergencies.

27. Plaintiff did not receive compliant rest periods, specifically, when workloads due to big projects did not allow Plaintiff and other aggrieved employees to take their full 10-minute breaks.

28. At no point during Plaintiff's employment was he paid double minimum wage despite that Plaintiff supplied his own tools to perform his job duties, as required by the IWC Wage Orders.

29. Plaintiff was not reimbursed for the tools purchased.

30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive full reimbursement for all business-related expenses and costs they incurred in direct consequence of the discharge of their duties and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

31. Plaintiff worked a minimum of eight hours a day. Although Plaintiff and other aggrieved employees were provided one meal period; they were never given a second meal period on days when they worked in excess of 10 hours in one day.

32. Additionally, it was custom and practice for Plaintiff and all other aggrieved employees to continue working without taking any 10-minute rest periods when the workload demands did not allow.

33. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other

1 aggrieved employees were not paid for all hours worked because all hours worked were not recorded.

2 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
3 have known that Plaintiff and other aggrieved employees were entitled to receive at least minimum
4 wages for compensation and that they were not receiving at least minimum wages for work that was
5 required to be done off-the-clock. In violation of the Labor Code, Plaintiff and other aggrieved
6 employees were not paid at least minimum wages for work done off-the-clock.

7 35. Plaintiff is informed and believes, and thereon allege, that Defendants knew or should
8 have known that Plaintiff and other aggrieved employees were entitled to receive certain wages for
9 overtime compensation and that they were in fact not receiving certain wages for overtime
10 compensation.

11 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
12 have known that Plaintiff and other aggrieved employees were entitled to 10 minute rest periods in
13 accordance with the Labor Code and applicable IWC Wage Order or payment of one additional hour
14 of pay at their regular rates of pay when they were not provided with a compliant 10 minute rest
15 period and that Plaintiff and other aggrieved employees were not provided compliant 10 minute rest
16 periods or payment of one additional hour of pay at their regular rates of pay when they were not
17 provided a compliant 10 minute rest period.

18 37. As discussed above, Defendants' employees are owed wages for unpaid overtime, rest
19 periods and unreimbursed business expenses. At no time since their separation of employment were
20 these outstanding sums ever paid to them. Further, Defendant knew or should have known that it owed
21 these outstanding sums to employees and intentionally failed and refused to pay these sums
22 immediately upon their termination or within 72 hours of their resignation of employment and
23 continue to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

24 38. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in
25 this same practice with respect to all other aggrieved employees whose employment separated.
26 Specifically, Plaintiff alleges that Defendants' aggrieved employees are owed wages for unpaid
27 overtime, 10-minute rest periods, and unreimbursed business expenses. These outstanding sums
28 continued to accumulate every pay period. At the time of their discharge or resignation, Defendants'

1 aggrieved employees were not paid all compensation due.

2 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
3 have known that Plaintiff and other aggrieved employees were entitled to timely payment of all wages
4 earned upon termination of employment. In violation of the Labor Code, Plaintiff and other aggrieved
5 employees did not receive payment of all wages due, including overtime wages, and rest period
6 premiums, within the time periods required by law.

7 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
9 other aggrieved employees for all hours worked, and that Defendants had the financial ability to pay
10 such compensation, but willfully, knowingly, and intentionally failed to do so.

11 **FIRST CAUSE OF ACTION**
12 **CIVIL PENALTIES IN VIOLATION OF**
13 **LABOR CODE § 2698, ET SEQ.**
14 **(AGAINST ALL DEFENDANTS)**

15 1. Plaintiffs incorporate, by reference, all allegations in the foregoing paragraphs as
16 though fully set forth herein.

17 2. Under Labor Code §2698, et seq., Plaintiff, as an aggrieved employee, may bring an
18 action against Defendants, on behalf of himself and other current or former employees, seeking civil
19 penalties for defendants' violations of the California Labor Code.

20 **Failure to Pay Overtime**

21 3. "Any work in excess of eight hours in one workday and any work in excess of 40 hours
22 in any one workweek and the first eight hours worked on the seventh day of work in any one workweek
23 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an
24 employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No.
25 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code §
26 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the
27 applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor
28 fixed by the commission shall be the . . . standard conditions of labor for employees. The employment

1 of any employee . . . under conditions of labor prohibited by the order is unlawful.”

2 41. Employees were not paid overtime premiums for all of the hours they worked in excess
3 of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Defendants
4 had, and continue to have, a company-wide policy of failing to implement any policies to authorize
5 and permit employees to take compliant meal periods and, instead, engaged in a practice of
6 discouraging and impeding employees from taking meal periods by assigning them a heavy workload
7 and understaffing their facilities. Therefore, there were no other employees available to relieve
8 employees of their duties so as to allow them to take their meal periods.

9 42. Defendants had no policy for scheduling second meal periods and no practice of
10 permitting employees to take second 30-minute meal periods. As a result, on days that employees
11 worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

12 43. Defendants knew or should have known that, as a result of their policies and practices,
13 employees were performing some of their assigned duties off-the-clock and/or during unpaid meal
14 periods, and were suffered or permitted to perform work for which they were not paid. Because
15 employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of
16 this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid
17 overtime wages for all of the overtime hours they actually worked. To the extent employees worked
18 shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work
19 in a workweek, they were not paid double time wages for all overtime hours they actually worked.

20 44. Defendants’ failure to pay employees the balance of overtime compensation, as
21 required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

22 45. Defendants’ employees are owed overtime and double time compensation for
23 the on-call hours worked. On average, Plaintiff received about 15 afterhours maintenance
24 requests per week. As a result of short staffing, Defendants’ employees were unable to
25 trade on-call responsibilities with other technicians. Thus, Defendant’s employees were
26 unable to engage in various personal activities and were geographically limited during their
27 on-call shifts. These practices are in violation of California Labor Code § 510.

28

1 **Failure to Provide Uninterrupted Rest Periods**

2 46. Employees must be given 10-minute net rest periods for every 4 hours of work, to be
3 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be
4 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
5 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
7 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC Wage Order Nos. 1–2001 to
8 16–2001, § 12; § 8 Cal Code Regs §§ 11010-11160, § 12. No employer may require an employee to
9 work during any rest period mandated by an applicable order of the Industrial Welfare Commission.
10 Lab. Code §§ 226.7.

11 47. Defendants’ company-wide policy and practice of understaffing while simultaneously
12 assigning demanding workloads, prevented employees from being relieved of all duty in order to take
13 compliant rest periods.

14 48. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
15 employees did not receive 10-minute rest periods and were required to continue working.

16 49. Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess
17 or 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

18 50. Defendants have also engaged in a systematic, company-wide practice and/or policy
19 of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus,
20 Defendants denied employees rest periods and failed to pay them rest period premium wages due, in
21 violation of Labor Code section 226.7 and the applicable IWC Wage Order.

22 51. As discussed above, Plaintiff did not receive compliant rest periods. Plaintiff further
23 alleges that Defendants engaged in the same practices with their other California employees.

24 **Failure to Reimburse for Business Expenditures**

25 52. “An employer shall indemnify his or her employee for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
27 or her obedience to the directions of the employer, even though unlawful, unless the employee, at the
28 time of obeying the directions, believed them to be unlawful.” Lab. Code § 2802.

1 53. All technicians and mechanics employed by Defendants are required to supply their
2 own tools to perform their job duties because it fails to supply them with a sufficient quantity at their
3 work location. Defendants did not provide Plaintiff and its other employees with adequate tools
4 necessary to perform their job duties. As such, technicians were required to incur tool expenditures,
5 which have not been reimbursed by Defendants in violation of Labor Code § 2802.

6 54. Additionally, Plaintiff is informed and believes, and thereon alleges Defendants'
7 budget concerns prevented its employees from using the company card to make necessary purchases.

8 55. Defendants' practice of failing to reimburse non-double minimum wage-earning
9 technicians for the purchase of tools and equipment is a violation of Labor Code § 2802.

10 **Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records**

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

21 57. "An employee is deemed to suffer injury for purposes of this subdivision if the
22 employer fails to provide accurate and complete information as required by any one or more of items
23 (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from
24 the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages
25 paid to the employee during the pay period or any of the other information required to be provided on
26 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a)."
27 Lab. Code § 226 (e)(2)(B)(i).

28 58. "For purposes of this paragraph, "promptly and easily determine" means a reasonable

1 person would be able to readily ascertain the information without reference to other documents or
2 information.” Lab. Code § 226 (e)(2)(C).

3 59. As discussed above, Plaintiff was not compensated for time spent “on-call.” Indeed, the
4 additional overtime and double time that Plaintiff is owed is not accurately reflected in his wage
5 statements in violation of Lab. Code § 226 (a)(2). As such, Plaintiff is deemed to have suffered an
6 injury under Lab. Code § 226 (e)(2)(B)(i) as a result of Defendants’ failure to list the correct number
7 of hours worked by Plaintiff, resulting in an inability to readily ascertain the actual number of hours
8 worked per pay period without referencing other documents or information.

9 60. California Labor Code § 1198 provides that the maximum hours of work and the standard
10 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable
11 IWC Wage Orders. § 1198 further provides that “the employment of any employees for longer hours
12 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
13 Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records
14 showing when the employee begins and ends each work period and meal period.

15 61. As detailed above, Defendants failed to pay employees for all hours worked by virtue of
16 uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage
17 statements did not accurately reflect the total hours they worked or the corresponding number of hours
18 worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

19 62. Because Defendants failed to document and deducted time worked from employees’ wage
20 statements and employment records for meal periods they did not actually receive, Defendants’ failed
21 to document wages earned and meal period premiums that should have been paid. Thus, Defendants
22 did not furnish wage statements to employees containing the correct amount of gross wages earned
23 in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code §
24 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate
25 number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

26 63. To the extent that Defendants paid any meal break premium and/or rest break premium
27 payments, they failed to identify such payments on employees’ wage statements and employment
28 records, and they otherwise failed to provide information on the wage statements sufficient to identify

1 how many premium payments were paid during each pay period, the specific dates worked giving
2 rise to the premium payments owed, or to determine whether such premium payments adequately
3 and/or accurately compensated employees for any and all premiums owed.

4 64. At all relevant times, Defendants failed to keep records of meal period start and stop times
5 for employees in violation of Labor Code § 1198.

6 65. Plaintiff further alleges that Defendants failed to furnish itemized wage statements that
7 were in compliance with Labor Code § 226(a). Specifically, Defendants did not provide their
8 employees with access to digital copies of wage statements or hard copies in violation of Labor Code
9 § 226(a).

10 66. Plaintiff was an aggrieved employees within the meaning of Labor Code §2698, et seq.
11 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

12 67. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
13 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
14 for necessary business expenditures in violation of Labor Code § 2802, failing to pay overtime in
15 violation Labor Code §§ 510 and 1198, and failing to provide rest periods in violation of Labor Code
16 §§ 226.7 and 1198, failure to timely pay wages in violation of Labor Code § 204 and willful failure to
17 pay wages in violation of Labor Code § 201-203.

18 68. On November 10, 2021, Plaintiff provided written notice by online filing with the
19 Labor and Workforce Development Agency and by certified mail to Defendants Broadway
20 Management Company, LLC, Harry Lewis, William R. Lewis III, Elizabeth Conron, Linda Stapleton,
21 and Joseph Conron of the specific provisions of the Labor Code alleged to have been violated,
22 including the facts and theories to support the alleged violation, as required by Labor Code § 2699.3
23 (a) (1) (A).

24 69. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
25 Workforce Development Agency of its intent to pursue an action against Defendants.

26 70. As a direct and proximate result of Defendants' California Labor Code violations as set
27 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period
28 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent

1 violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing
2 for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
3 provide for a penalty.

4 71. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
5 recovered civil penalties.

6 **PRAYER FOR RELIEF**

7 Plaintiff prays for relief and judgment against Defendants as follows:

8 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
9 of \$25,000, exclusive of interest and costs.

10 **As to the First Cause of Action**

11 **(Civil Penalties under the PAGA)**

12 2. That the Court declare, adjudge, and decree that Defendants violated all California
13 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 1198 and 2802;

14 3. For civil penalties pursuant to 210, 226.3, 256, 558, 2699 (a) and/or 2699 (a), (f) and
15 (g), for violations of all California Labor Code sections plead herein, including Labor Code §§ 201-
16 204, 226, 226.7, 510, 1198 and 2802;

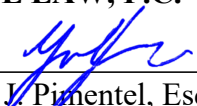
17 4. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any
18 and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead
19 herein, including Labor Code §§ 201-204, 226, 226.7, 510, 1198 and 2802;

20 5. For pre-judgment and post-judgment interest as provided by law; and

21 6. For such other and further relief as the Court deems just and appropriate.

22
23 **PIMENTEL LAW, P.C.**

24 Dated: February 18, 2022

25 By: 
Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff