Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Brian G. Lee (SBN 300990)
Frank A. Perez (SBN 305832)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
blee@schneiderwallace.com
fperez@schneiderwallace.com

Attorneys for Plaintiff, on Behalf of the State of CaliforniaState of California and Aggrieved Employees

Assigned for all Purposes
Judge James J. Di Cesare
C-16

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RUDY FLORES, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

v.

REAL SOFT, INC. *d/b/a* DIVERSITY DIRECT, a New Jersey corporation; AMERICAN TOWER DELAWARE CORPORATION, a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2022-01240743-CU-OE-CXC

COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) and (f) OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY

Plaintiff Rudy Flores ("Plaintiff" or "Flores"), by his attorneys, allege upon information and belief, except for his own acts, which are alleged on knowledge, as follows:

INTRODUCTION

1. Plaintiff brings this Labor Code Private Attorneys General Act ("PAGA") enforcement action on behalf of the state of California against Defendants Real Soft, Inc. *d/b/a* Diversity Direct ("Real Soft") and American Tower Delaware Corporation ("American Tower") (collectively, "Defendants").

2. Real Soft is a software solutions company that offers project development, application management and support services. Diversity Direct is one of the practice groups of Real Soft. Real Soft places employees like Plaintiff with companies like American Tower. American Tower is a subsidiary of American Tower Corporation ("Parent"), a company that owns, operates, and develops wireless and broadcast communications infrastructure across the U.S. and overseas. Plaintiff worked for Defendants as a project manager associated with American Tower's facility in Irvine, California.

3. Real Soft and American Tower have maintained and continue to maintain unlawful policies and practices of failing to properly compensate their current and former non-exempt hourly employees, including but not limited to project coordinators, associate project managers project managers, field technicians, and other employees with similar job duties as Plaintiff ("Aggrieved Employees"). Throughout the relevant time period, Defendants:

(a) failed to timely pay Plaintiff and Aggrieved Employees for all hours worked;

(b) failed to pay Plaintiff and Aggrieved Employees minimum wages;

(c) failed to pay Plaintiff and Aggrieved Employees overtime wages;

(d) failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures;

(e) failed to timely pay Plaintiff and Aggrieved Employees full wages owed upon termination or resignation;

(f) failed to provide Plaintiff and Aggrieved Employees accurate, itemized wage statements; and

(g) required Plaintiff and Aggrieved Employees to agree in writing to noncompete and arbitration agreements that Defendants knew are void or illegal.

4. On behalf of the state of California, Plaintiff seeks to recover civil penalties for these violations pursuant to Sections 2699(a) and (f) of PAGA.

JURISDICTION AND VENUE

5. Venue is proper in this County pursuant to Code of Civil Procedure §§ 395(a) and/or 395.5. Defendants conduct business, have jobsites, and employ Aggrieved Employees in this County, and as a result, the causes of action asserted arose in whole or in part in this County.

6. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendants because each are companies and/or corporations authorized to do business in the state of California, and because Defendants in fact do business and employ workers in the state of California.

PARTIES

7. Plaintiff Flores is an individual over the age of eighteen, and at all times relevant to this Complaint was a resident of the state of California.

8. Defendant Real Soft is a New Jersey corporation, licensed and doing business in the state of California.[1] Real Soft may be served with process by serving its registered agent, CT Corporation, 330 N Brand Blvd., Suite 700, Glendale, CA 91203.

9. Defendant American Tower is a Delaware corporation, licensed and doing business in the state of California. American Tower is headquartered in Boston, Massachusetts. American Tower has an office located at 19100 Von Karman, Suite 450, Irvine, CA 92612. American Tower may be served with process by serving its registered agent, CT Corporation, 330 N Brand Blvd., Suite 700, Glendale, CA 91203.

FACTUAL ALLEGATIONS

10. Real Soft is a software solutions company that offers project development, application management and support services. Real Soft also does business as Diversity Direct, one of its practice groups. Real Soft has approximately 550 employees across all of its locations, including hundreds of

[1] https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=02066694-31822260

workers in California. Real Soft places employees like Plaintiff with companies like American Tower.

11. American Tower is subsidiary of Parent, a company that owns, operates, and develops wireless and broadcast communications infrastructure across the U.S. and overseas. American Tower employs hundreds of employees in California and conducts extensive activities throughout the state of California.

12. Plaintiff is a former employee of Defendants. Plaintiff worked for Defendants as a Project Manager associated with American Tower's facility in Irvine, California from June 2021 to September 2021. Plaintiff was compensated at an hourly rate of $50.00.

13. Aggrieved Employees are employed by Defendants throughout California, including in this County, and perform work materially similar to Plaintiff. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate basis.[2]

14. At all relevant times, Defendants have conducted business under the laws of California, have had places of business in California, including in this County, and have employed Aggrieved Employees in this County. Defendants are "persons" as defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also "employers" as that term is used in the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders.

15. Defendants jointly exercised control over Plaintiff and Aggrieved Employees with respect to their employment. Defendants employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the wages, hours or working conditions of Plaintiff and Aggrieved Employees, or suffer or permit Plaintiff and Aggrieved Employees to work, or engage Plaintiff and Aggrieved Employees, thereby creating a common law employment relationship. With respect to American Tower, among other things, Plaintiff submitted his hours to American Tower, who approved them.

16. Aggrieved Employees are required to follow and abide by common work, time, and pay policies and procedures in the performance of their jobs and duties. The policies and practices of Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees in California.

[2] Although Plaintiff is a former employee, Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

17. At the end of each pay period, Aggrieved Employees receive wages from Defendants that are determined by common systems and methods that Defendants select and control.

18. As a matter of policy and/or practice, Defendants fail to provide Plaintiff and Aggrieved Employees their compensation due for all hours worked, including minimum wage and overtime. Defendants routinely require Plaintiff and Aggrieved Employees to perform unrecorded and/or uncompensated work.

19. For instance, Plaintiff worked approximately sixty hours per week, or more, but was instructed to record only forty hours per week. When Plaintiff recorded and submitted his actual hours worked, *i.e.*, approximately sixty, Defendants would reject his timesheet. Defendants told Plaintiff that it will refuse to pay Plaintiff and Aggrieved Employees for hours worked over forty hours per week, or pay overtime premiums. Plaintiff's time spent working over forty hours per week, *i.e.*, off-the-clock, regularly went unrecorded and uncompensated even though it should have been compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendants, across California, institute a similar policy of not compensating employees for time worked over forty hours per week that results in hundreds of Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.

20. Defendants cause and are aware that Plaintiff and Aggrieved Employees are working off-the-clock. Plaintiff and Aggrieved Employees are not provided with minimum wage compensation or overtime pay for their off-the-clock work. The time spent working while off-the-clock goes unrecorded and uncompensated even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Defendants' policy/practice of not compensating employees for all hours worked that results in Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.

21. In addition, as a matter of policy and/or practice, Defendants fail to provide Plaintiff and Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants. Plaintiff and Aggrieved Employees work remotely from home and are required to pay out-of-pocket for their internet plans and office supplies, including but not limited to

computer monitors necessary to the performance of their duties. However, Defendants do not reimburse Plaintiff and Aggrieved Employees for such expenses, even though they should be fully reimbursed under California law. Upon information and belief, Defendants institute the same or substantially similar policy of not reimbursing their employees for business expenses throughout California that results in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Defendants.

22. Defendants' failure to record all hours worked and reimbursement for business expenditures results in Defendants' failure to provide Plaintiff and Aggrieved Employees with itemized, accurate wage statements as required by California law. Plaintiff and Aggrieved Employees receive wage statements that do not accurately reflect total hours worked and gross wages earned, including overtime premiums, and reimbursements for business expenditures.

23. Further, Defendants failed to provide Plaintiff and Aggrieved Employees who are former employees, with full payment of all wages owed upon separation from employment. At the time their employment ended, Plaintiff and Aggrieved Employees were owed wages for all time worked, including overtime, and reimbursement for business expenditures, whether their termination was voluntary or involuntary. Defendants failed to provide Plaintiff and Aggrieved Employees with such owed compensation, including at least minimum wage, within the required time period.

24. Further, Defendants required Plaintiff and Aggrieved Employees to enter into unlawful agreements as an express condition of employment. Defendants required Plaintiff and Aggrieved Employees to agree to non-compete provisions as a condition of their employment, prohibiting employees from providing any management services to any of Defendants' customers or end-users for a period extending two years after the end of their employment with Defendants. Defendants also required Plaintiff and Aggrieved Employees to enter into invalid and unenforceable arbitration provisions as an express condition of employment, requiring employees to arbitrate any "dispute, claim or controversy" before the American Arbitration Association in New Jersey. Defendants' actions in this regard gives rise to violations of Labor Code § 432.5, § 432.6, and Business and Professions Code §§ 16600 & 17200, *et seq*. Upon information and belief, Defendants, across California, institute similar practices of requiring employees to enter unlawful noncompete agreements which result in hundreds of

Aggrieved Employees being restrained in seeking further employment and invalid and unenforceable arbitration agreements.

25. Defendants are aware that their policies and practices deprive Plaintiff and Aggrieved Employees of substantial pay for all time worked, including at overtime rates of pay, that Plaintiff and Aggrieved Employees are not reimbursed for business expenditures, and that their policy and practice of requiring Plaintiff and Aggrieved Employees to agree to unlawful provisions as a condition of employment are prohibited under California law. Thus, Defendants' conduct in denying wages, including overtime premiums, reimbursement for business expenditures, and requiring Plaintiff and Aggrieved Employees to agree to unlawful non-compete and arbitration provisions, is deliberate and willful.

26. Defendants' unlawful conduct is widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in California. Defendants' conduct is willful, carried out in bad faith, and triggers significant civil penalties in an amount to be determined at trial.

FIRST CAUSE OF ACTION

Penalties Pursuant to Labor Code § 2699(a)

(On Behalf of the state of California and Aggrieved Employees)

27. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

28. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

29. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants to timely compensate Plaintiff and Aggrieved Employees all wages due in compliance with Labor Code § 204, in the civil penalties established by Labor Code § 210(a) and (c).

30. Labor Code § 204 provides:

> (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during

> each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month…
>
> * * *
>
> (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

31. Labor Code § 210(a) and (c) sets forth the following civil penalties for violations of § 204:

> (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee.
>
> (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.
>
> * * *
>
> (c) An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.

32. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide minimum wages in compliance with Labor Code §§ 1182.12 and 1197, in the amount of civil penalties set forth in Labor Code § 1197.1(a).

33. Labor Code § 1182.12 sets forth the minimum wages for all industries, including the following amounts for any employer who employes 26 or more employees: (i) "January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars ($13) per hour"; (ii) "From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars ($14) per hour"; and (iii) "From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars ($15) per hour."

34. IWC Wage order 4-2001, Section 4 sets forth the following minimum wages for any employer who employes 26 or more employees: "(a) Thirteen dollars ($13.00) per hour for all hours worked, effective January 1, 2020; (b) Fourteen dollars ($14.00) per hour for all hours worked, effective January 1, 2021; and (c) Fifteen dollars ($15.00) per hour for all hours worked, effective January 1, 2022."

35. Labor Code § 1197 provides: "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 so fixed is unlawful."

36. Labor Code § 1197.1(a) provides:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

37. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide overtime wages in compliance with Labor Code § 510, in the amount of civil penalties set forth in Labor Code § 558(a)(1) and (2).

38. Labor Code § 510 provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

39. Labor Code § 558(a)(1) and (2) sets forth the following civil penalties for violations of § 510:

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
>
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

40. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees accurate, itemized wage

statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3.

41. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing 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 his or her 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. The deductions made from payments 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 or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the state of California.

42. Labor Code § 226.3 sets forth the following civil penalties for violations of § 226(a):

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

43. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim on November 5, 2021. See LWDA Case No. LWDA-CM-851387-21, available at: https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZzaZEAS. At least sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

44. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(1). Defendants are liable for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of

attorneys' fees and costs as set forth below. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

Penalties Pursuant to Labor Code § 2699(f)

(On Behalf of the state of California and Aggrieved Employees)

45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

46. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f).

47. Labor Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is 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.

48. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to timely provide wages earned and unpaid upon the discharge or quitting of employment, in compliance with Labor Code §§ 201 and 202.

49. Labor Code § 201(a) provides:

> If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

50. Labor Code § 202(a) provides:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

///

///

51. Alternatively, Plaintiff seeks civil penalties for violations of Labor Code §§ 201 and 202 above, pursuant to Labor Code § 2699(a); Defendants failed to pay Plaintiff and Aggrieved Employees who are former employees, at least minimum wage owed upon discharge or quitting, implicating the civil penalties set forth in Labor Code § 1197.1(a).

52. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to reimburse Plaintiff and Aggrieved Employees for "all necessary business expenditures or losses" in compliance with Labor Code § 2802.

53. Labor Code § 2802 provides:

> 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.

54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each violation by Defendants of Labor Code §§ 432.5, 432.6, and Business and Professions Code §§ 16600 & 17200, *et seq*.

55. Labor Code § 432.5 provides:

> No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.

56. Labor Code § 432.6 provides:

> (a) A person shall not, as a condition of employment, continued employment, or the receipt of any employment-related benefit, require any applicant for employment or any employee to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code) or this code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation.
>
> * * *
>
> (h) This section applies to contracts for employment entered into, modified, or extended on or after January 1, 2020.

///

57. Business and Professions Code § 16600 provides:

> Except as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.

58. Business and Professions Code § 17200 provides:

> As used in this chapter, 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.

59. Business and Professions Code § 17203 provides:

> Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure, but these limitations do not apply to claims brought under this chapter by the Attorney General, or any district attorney, county counsel, city attorney, or city prosecutor in this state.

60. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with notice of his intention to file this claim on November 5, 2021. See LWDA Case No. LWDA-CM-851387-21, available at: https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZzaZEAS. At least sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

61. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(1). Defendants are liable for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs, as well as injunctive relief and other remedies, pursuant to Labor Code § 432.6 and Business and Professions Code § 17203.

62. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants have violated the California Labor Code as alleged herein;
2. For an order awarding the state of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For appropriate injunctive and equitable relief, including an order enjoining Defendants from continuing their unlawful practices;
4. For interest as provided by applicable law;
5. For an award of reasonable attorneys' fees;
6. For all costs of suit; and
7. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: January 13, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

By: Carolyn Cottrell
____
Carolyn Cottrell
Attorney for Plaintiff

JURY DEMAND

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: January 13, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

By: Carolyn Cottrell
____
Carolyn Cottrell
Attorney for Plaintiff