

FILED
Superior Court Of California,
Sacramento
04/25/2022
nzayaad
By _____, Deputy
Case Number:
34-2022-00315317

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

KHALIL MCGHEE, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

SALUTE INCORPORATED, a Michigan
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2022-00315317

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 KHALIL MCGHEE ("Plaintiff"), on behalf of himself and all other similarly situated
2 employees, hereby files this Complaint against SALUTE INCORPORATED, a Michigan
3 Corporation; and DOES 1 to 100, inclusive (SALUTE INCORPORATED and DOES 1 to 100
4 hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege
5 the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to pay minimum wages, failure to pay overtime wages, meal and rest period
9 violations, failure to reimburse expenses, failure to provide wage statements, 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. 4.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.5 and 395.2, in that
15 Defendant Salute Incorporated resides in Sacramento County and/or is a foreign entity and has not
16 designated any county in California as being where it maintains its principal office. In addition, some of
17 the wrongful acts and violations of law asserted herein occurred within Sacramento County, and
18 Defendants' obligation to pay wages arose in Sacramento County pursuant to *Madera Police Officers*
19 *Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

20 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
21 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself
22 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
23 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
24 December 17, 2021 and February 9, 2022. Plaintiff provided facts and legal bases for his claims within
25 the notices to the LWDA on all violations asserted under the Private Attorneys General Act cause of
26 action. Plaintiff submitted the \$75.00 filing fee with his initial notice. The notices were sent via
27 certified mail to Defendants on the same day the notices were submitted to the LWDA. Plaintiff is
28 informed and believes, that to date, the LWDA has not provided any response to Plaintiff's notice

1 correspondences. Accordingly, Plaintiff is informed and believes that he has exhausted all
2 administrative remedies pursuant to the Private Attorneys General Act and may bring this action on
3 behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
4 *Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
5 includes all nonexempt employees who have, or continue to, perform work for Defendants in California
6 from December 17, 2020 to the present.

7 PARTIES

8 5. KHALIL MCGHEE is an individual over the age of eighteen (18) and is a resident of
9 the State of California.

10 6. On information and belief, Plaintiff alleges, SALUTE INCORPORATED, is now
11 and/or at all times mentioned in this Complaint was a Michigan Corporation and the owner and
12 operator of an industry, business and/or facility doing business in the State of California.

13 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
14 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
15 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
16 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
17 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
18 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
19 Plaintiff.

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

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

26 10. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
27 wrongs, complaints, injuries and/or damages alleged in this Complaint.

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CLASS ALLEGATIONS

11. 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 worked, or continue to work, for Defendants in California from February 10, 2018 to the present.

12. 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 fifty (50) 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 had a policy or practice to pay Plaintiff and putative class members for all hours worked, including but not limited to time spent during meetings;
- (2) Whether Defendants had a policy or practice to pay Plaintiff and putative class members at least minimum wage for each hour worked;
- (3) Whether Defendants had a policy or practice to pay Plaintiff and putative class members all overtime wages owed;
- (4) Whether Defendants authorized and permitted legally compliant meal periods;

- 1 (5) Whether Defendants authorized and permitted legally compliant rest periods;
2 (6) Whether Defendants had a policy or practice to reimburse for personal cellphone
3 for work;
4 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative
5 class members received all wages, due and owing, at the time of their termination
6 or separation; and
7 (8) Whether Defendants provided Plaintiff's and putative class members with wage
8 statements that complied with Labor Code section 226.

9 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
10 class. The putative class also sustained damages arising out of Defendants' common
11 course of conduct in violation of the law as complained of herein. Plaintiff and all
12 members of the putative class were non-exempt employees who were required to remain
13 on the premises and on duty during meal and rest periods. Additionally, Plaintiff and
14 putative class members were required to attend meetings each week but were not
15 compensated for that time. Defendants did not ensure Plaintiff and putative class
16 members were paid at least the minimum wage for every hour worked and overtime
17 wages for any overtime hours worked. Additionally, Defendants failed to issue Plaintiff
18 and all members of the putative class wage statements that complied Labor Code section
19 226. Defendants also failed to reimburse Plaintiff and putative class members for
20 necessary expenses incurred for work from the use of their personal cellphones. Plaintiff
21 and putative class members were required to download the ADP app on their cellphones
22 to record their hours worked. As a result, Plaintiff and each member of the putative class
23 will have suffered the same type of harm and seek the same type of recovery based on the
24 same legal theories.

25 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
26 putative class. For all relevant times, Plaintiff resided in California and worked for
27 Defendants in California. Moreover, Plaintiff is an adequate representative of the
28 putative class as Plaintiff has no interests that are adverse to those of putative class

1 members. Additionally, Plaintiff has retained counsel who has substantial experience in
2 complex civil litigation and wage and hour matters.

- 3 (e) Superiority: A class action is superior to other available means for the fair and efficient
4 adjudication of the controversy since individual joinder of all members of the putative
5 class is impracticable. Class action treatment will permit a larger number of similarly
6 situated persons to prosecute their common claims in a single forum simultaneously,
7 efficiently, and without the unnecessary duplication of effort and expense that numerous
8 individual actions would engender. Further, as damages suffered by each individual
9 member of the class may be relatively small, the expenses and burden of the individual
10 litigation would make it difficult or impossible for individual members of the class to
11 redress the wrongs done to them, and an important public interest will be served by
12 addressing the matter as a class action. The cost to the court system of adjudication of
13 such individualized litigation would be substantial. Individualized litigation would also
14 present the potential for inconsistent or contradictory judgments.

15 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
16 management of this action that would preclude its maintenance as a class action.

17 GENERAL ALLEGATIONS

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

20 15. Plaintiff worked for Defendants as a non-exempt employee from approximately June 9,
21 2021 to September 11, 2021. Plaintiff's job duties included security and electrical technician work. For
22 example, Plaintiff secured an area where high voltage equipment was kept, by reviewing security
23 monitors and patrolling. Plaintiff also performed electrical technician work when needed. Plaintiff
24 regularly worked forty (40) hours per week and/or eight (8) hours per day, or more.

25 16. Defendants failed to pay Plaintiff and similarly situated employees for all hours worked,
26 including overtime, due to its failure to compensate Plaintiff and similarly situated employees for time
27 spent during required weekly meetings and time spent outside of their scheduled shifts waiting for the
28 next security employee to arrive. Defendants required Plaintiff and similarly situated employees to

1 attend about two meetings each week that lasted around an hour. However, Defendants instructed
2 Plaintiff and similarly situated employees not to record this time.

3 17. Defendants failed to authorize and permit Plaintiff and similarly situated employees
4 to take all meal and rest periods owed to them. Defendants required Plaintiff and similarly situated
5 employees to remain on the work premises and on duty for the duration of their shifts. Plaintiff and
6 similarly situated employees were scheduled to work alone and were not relieved of any of their
7 duties for the entirety of their shifts. In fact, Plaintiff was specifically told by Defendants there were
8 "no lunches or breaks" on this job. Although Plaintiff and similarly situated employees were not
9 able to take meal periods, Defendants still required them to clock out for them. For example, when
10 Plaintiff's supervisor, Andrew Calderon, saw that Plaintiff had not clocked out for meal periods, he
11 instructed Plaintiff to clock out 30 minutes for meal periods, but then add that 30 minutes to the end
12 of the shift. Additionally, Defendants did not have any policy to provide for a second meal period or
13 third rest period when Plaintiff and similarly situated employees worked shifts longer than ten (10)
14 hours in a day.

15 18. Defendants failed to reimburse Plaintiff and similarly situated employees for personal
16 cellphone expenses incurred on behalf of Defendants. Plaintiff and similarly situated employees
17 were required to use their personal cellphones to receive and provide assignment updates, take
18 photographs of equipment, and document hours worked in the ADP application. Plaintiff and
19 similarly situated employees were not reimbursed for the use of his personal cell phone for these
20 purposes.

21 19. As a result of Defendant's failure to pay Plaintiff and similarly situated employees all
22 minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements
23 Defendants issued to Plaintiff and similarly situated employees were not accurate. Specifically,
24 Defendants did not accurately list total hours worked, the correct hours worked at each rate of pay,
25 and gross and net wages.

26 20. Defendants failed to provide all final wages owed to Plaintiff and similarly situated
27 employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their
28 resignation. For example, Plaintiff provided notice of his resignation to Defendants on September

1 11, 2021, but Defendants failed to provide Plaintiff with his final paycheck until September 29,
2 2021.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 21. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 20 as though fully
8 set forth herein.

9 22. During the period Plaintiff was employed by Defendants, Defendants were required to
10 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
11 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
12 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A);*
13 *Cal. Lab. Code §§ 510, 1194.*

14 23. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
17 worked at their regular rate of pay.

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

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

23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(As to all Defendants)**

26 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully
27 set forth herein.

28 27. For the period preceding the filing of this Complaint, Defendants were required to
compensate Plaintiff and similarly situated employees with at least California's applicable minimum for

1 every hour worked. See MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §
2 1194.

3 28. Plaintiff and similarly situated employees were not exempt from the State's Minimum
4 Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour
5 worked but failed to do so.

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

9
10 **THIRD CAUSE OF ACTION**
MEAL PERIOD VIOLATIONS
(As to all Defendants)

11 30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully
12 set forth herein.

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

15 32. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section
16 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
17 minutes for each work period of more than five (5) hours.

18 33. California Labor Code section 512 and Wage Order No. 4 section 11(B) further
19 provide that employers may not employ employees for a work period for more than ten (10) hours
20 per day without providing the employee with a second meal period of at least thirty (30) minutes.
21 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
22 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
23 (1) hour of pay at their regular rate of compensation for each meal period not provided.

24 34. Defendants employed Plaintiff and similarly situated employees for periods of more
25 than five (5) hours without providing duty free meal breaks of at least thirty (30) minutes or a second
26 meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked
27 more than ten (10) hours in a day. Plaintiff and similarly situated employees did not waive their
28 rights to all meal periods throughout their employment.

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

36. 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.

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

37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully set forth herein.

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

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

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

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

42. 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.

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

43. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 42 as though fully set forth herein.

44. 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 (1) gross wages earned, (2) total hours worked by the employee, except for
2 any employee whose compensation is solely based on a salary and who is
3 exempt from payment of overtime under subdivision (a) of Section 515 or
4 any applicable order of the Industrial Welfare Commission, (3) the
5 number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that
7 all deductions made on written orders of the employee may be aggregated
8 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
9 period for which the employee is paid, (7) the name of the employee and
10 the last four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the name
12 and address of the legal entity that is the employer and, if the employer is
13 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
14 name and address of the legal entity that secured the services of the
15 employer, and (9) all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate
17 by the employee. The deductions made from payment of wages shall be
18 recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement and the record of the
20 deductions shall be kept on file by the employer for at least three years at
21 the place of employment or at a central location within the State of
22 California.

23 45. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
24 itemized statement showing the requirements set forth in California Labor Code sections 226(a),
25 including total hours worked, all applicable hourly rates in effect and the hours worked at each rate
26 and gross and net wages. Plaintiff and similarly situated employees were not able to promptly and
27 easily determine their total hours worked. Additionally, Plaintiff and similarly situated employees
28 suffered confusion over whether they received all wages owed.

46. 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.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

47. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 46 as though fully
set forth herein.

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

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

1 50. Plaintiff and similarly situated employees did not receive all wages, including minimum
2 and overtime wages, or meal and rest period premiums, at their termination or within the required time
3 after their separation from employment.

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

7 52. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
8 their final wages when their employment terminated. Defendants required on duty meal and rest periods
9 without paying premiums and required off the clock work that was uncompensated. Such conduct
10 shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants
11 still refused to pay the remaining wages owed.

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

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

17 54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully
18 set forth herein.

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

24 56. Defendants required Plaintiff and similarly situated employees to use their personal
25 cellphones to receive and provide assignment updates, take photographs of equipment, and document
26 hours worked in the ADP application, but failed to reimburse them for such use.

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57. 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.

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

58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully set forth herein.

59. 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.

60. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

61. Plaintiff further allege(s) 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).

62. 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)

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

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

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 4, § 4 (Failure to Pay Minimum Wages)
- 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 §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code § 204, 210 (Untimely Payment of Wages)

65. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

66. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;

- b. Interest for the wages due pursuant to California Labor Code section 1194;
- c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

3. As to the Second Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Interest for the wages due pursuant to California Labor Code section 1194;
- c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
- d. Liquidated damages pursuant to California Labor Code section 1194.2;

4. As to the Third Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

5. As to the Fourth Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

6. As to the Fifth Cause of Action:

- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

- a. An amount to be proven at trial;
- b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

1 8. As to the Ninth Cause of Action:

- 2 a. For civil penalties as provided for in the Labor Code for each enumerated
- 3 violation in an amount to be proven at trial;
- 4 b. For those Labor Code sections, the violation of which there is no civil penalty
- 5 provided, the default penalty provided in Labor Code section 2699(f): for any
- 6 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
- 7 period; For any subsequent violation, two hundred dollars (\$200) for each
- 8 aggrieved employee per pay period;
- 9 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 10 d. For any other remedies as allowed by law and/or deemed appropriate by the
- 11 Court;
- 12 9. For such other and further relief as this Court may deem just and proper,
- 13 including, but not limited to:
- 14 a. Wages as proved at trial;
- 15 b. Injunctive and Declaratory relief;
- 16 c. Attorney's fees and costs as provided for by law; and
- 17 d. Interest.

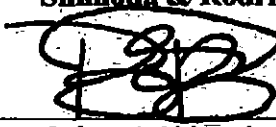
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19 Dated: April 22, 2022

Shimoda & Rodriguez Law, PC

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21 By: _____


Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff