

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
OLIVIA GREEN (SBN 334128)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff DAMON WHITE,
individually and on behalf of all others
similarly situated

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

02/17/2022
Clerk of the Court

BY: LAURA SIMMONS
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CGC-22-598241

DAMON WHITE, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

PROSEGUR SERVICES GROUP, INC., a
New York corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff DAMON WHITE (“PLAINTIFF”), individually and on behalf of all others
2 similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other similarly-situated
5 current and former non-exempt employees of defendants PROSEGUR SERVICES GROUP, INC.
6 (“PROSEGUR”); and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”) in the State
7 of California during the relevant statutory period to recover, among other things, unpaid
8 compensation arising from DEFENDANTS’ failure to provide employees meal and rest periods
9 (or compensation therefor) as required under California law, unpaid minimum and overtime
10 wages, and unreimbursed business expenses. PLAINTIFF also seeks penalties, interest,
11 attorneys’ fees, costs and expenses, and equitable, restitutionary and injunctive relief.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
15 and residents of and/or regularly conduct business in California. Further, no federal question is at
16 issue because the claims are based solely on California law.

17 3. Venue is proper in this judicial district and San Francisco County because
18 DEFENDANTS maintain offices and facilities and/or transact business in San Francisco County,
19 and DEFENDANTS’ illegal policies and practices which are the subject of this action were
20 applied, at least in part, to employees working for DEFENDANTS in San Francisco County.

21 **THE PARTIES**

22 4. PLAINTIFF is a citizen and resident of the State of California. At times material
23 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
24 non-exempt employee. PLAINTIFF has worked for DEFENDANTS as a Security Officer since
25 approximately March 2021. DEFENDANTS placed PLAINTIFF at a facility in San Francisco,
26 California to provide security services.

27 5. PLAINTIFF brings this action on behalf of himself and the following similarly
28 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt

1 employees of DEFENDANTS in the State of California at any time within the period
2 beginning four (4) years prior to the filing of this action and ending at the time this action
3 settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right
4 to name additional class representatives.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that PROSEGUR is,
6 and at all times relevant hereto was, a New York corporation. PLAINTIFF is further informed
7 and believes, and thereon alleges, that PROSEGUR is authorized to conduct business, and does
8 conduct business, in the State of California. PROSEGUR maintains offices and facilities,
9 conducts business, and engages in illegal policies or practices in San Francisco County.

10 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
12 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
13 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
14 that PLAINTIFF’s and CLASS MEMBERS’ injuries and damages, as alleged herein, were
15 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
16 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
17 when ascertained.

18 8. At all relevant times herein, DEFENDANTS were the joint employers of
19 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
20 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
21 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
22 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
23 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
24 each was the alter ego of the other.

25 9. At all relevant times, PLAINTIFF and CLASS MEMBERS were employed by
26 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
27 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
28 them, acted pursuant to, and in furtherance of, their policies and practices of not paying

1 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes
2 which include, but are not limited to, failing to provide meal periods; failing to authorize and
3 permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
4 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
5 and CLASS MEMBERS for necessary expenditures, in violation of the California Labor Code
6 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

7 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
8 of the acts and omissions alleged herein were performed by, and/or attributable to, all
9 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
10 of each of the other defendants, and that said acts and failures to act were within the course and
11 scope of said agency, employment and/or direction and control.

12 11. As a direct and proximate result of DEFENDANTS’ unlawful actions,
13 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
14 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
15 Court.

16 **CLASS ACTION ALLEGATIONS**

17 12. This action is appropriately suited for a class action because:

18 a. The potential class is of a significant number. Joinder of all current and
19 former employees individually would be impracticable.

20 b. This action involves common questions of law and fact because the action
21 focuses on DEFENDANTS’ illegal practices and policies, which are applied to all non-exempt
22 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
23 Professions Code which prohibits unfair business practices arising from such violations.

24 c. PLAINTIFF’s claims are typical of the claims of the class because
25 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code,
26 the applicable IWC Wage Order, and the Business and Professions Code.

27 d. PLAINTIFF will fairly and adequately protect the interests of all CLASS
28 MEMBERS.

1 e. A class action is superior to other available methods for fairly and
2 efficiently adjudicating the controversy.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Meal Periods**

5 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001 § 11]**

6 **(Against all DEFENDANTS)**

7 13. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 12.

9 14. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
10 and practice of failing to provide PLAINTIFF and CLASS MEMBERS full and timely meal
11 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2001
12 § 11.

13 15. As a result of DEFENDANTS' policies and practices as alleged herein,
14 PLAINTIFF and CLASS MEMBERS regularly have been, and continue to be, denied the
15 opportunity to take full, uninterrupted, and timely meal periods as required under California
16 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2001 § 11.

17 16. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
18 and IWC Wage Order No. 4-2001 § 11 by failing to compensate PLAINTIFF and CLASS
19 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
20 Order, one additional hour of compensation at each employee's regular rate of compensation for
21 each work day that a meal period was not provided.

22 17. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
23 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
24 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
25 economic and statutory damages and penalties and other appropriate relief due to
26 DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 4-2001.

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **Failure to Authorize and Permit Rest Periods**

3 **[Cal. Labor Code § 226.7; IWC Wage Order No. 4-2001 § 12]**

4 **(Against all DEFENDANTS)**

5 18. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 17.

7 19. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
8 and practice of failing to authorize and permit PLAINTIFF and CLASS MEMBERS to take rest
9 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 4-2001 § 12. As
10 a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF and CLASS
11 MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
12 uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC
13 Wage Order No. 4-2001 § 12.

14 20. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
15 and IWC Wage Order No. 4-2001 § 12 by failing to pay PLAINTIFF and CLASS MEMBERS
16 who were not provided a rest period, in accordance with the applicable Wage Order, one
17 additional hour of compensation at each employee's regular rate of compensation for each work
18 day that a rest period was not provided.

19 21. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
20 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
21 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
22 economic and statutory damages and penalties and other appropriate relief due to
23 DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 4-2001.

24 ///

25 ///

26 ///

27 ///

28 ///

THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001 § 4]

(Against all DEFENDANTS)

22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 21.

23. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-2001 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

24. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work during meal breaks without compensation; illegally and inaccurately recording time worked by PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

25. DEFENDANTS' conduct described herein violates, and continues to violate, California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-2001 § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code and IWC Wage Order, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

///

///

///

///

///

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001 § 3]**

4 **(Against all DEFENDANTS)**

5 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 25.

7 27. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-
8 2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-
9 half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day
10 and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work
11 day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12)
12 hours in any work day and for all hours worked in excess of eight (8) hours on the seventh
13 consecutive day of work in any workweek.

14 28. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue
15 to fail to compensate, PLAINTIFF and CLASS MEMBERS for all overtime hours worked as
16 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
17 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
18 rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order
19 No. 4-2001 § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
20 off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
21 during meal breaks without compensation; illegally and inaccurately recording time worked by
22 PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

23 29. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and
24 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,
25 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
26 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
27 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
28

1 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
2 of this Court.

3 30. DEFENDANTS' conduct described herein violated, and continues to violate,
4 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 4-2001 § 3.
5 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
6 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFF and
7 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

11 **[Cal. Labor Code §§ 201, 202, 203]**

12 **(Against all DEFENDANTS)**

13 31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 30.

15 32. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are
16 required to pay all earned and unpaid wages to an employee who is discharged.

17 33. California Labor Code § 201 mandates that if an employer discharges an
18 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
19 immediately.

20 34. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all
21 accrued wages due to an employee no later than seventy-two (72) hours after the employee quits
22 his or her employment, unless the employee provided seventy-two (72) hours previous notice of
23 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
24 quitting.

25 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
26 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
27 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
28 compensation to the employee at the same rate for up to thirty (30) work days.

36. During the CLASS PERIOD, DEFENDANTS willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

38. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226; IWC Wage Order No. 4-2001, § 7]

(Against all DEFENDANTS)

39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 38.

40. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed, and continue to fail, to timely provide PLAINTIFF and CLASS MEMBERS with accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 4-2001, § 7.

41. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered, and continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly and easily determine from the wage statement alone one or more of the following: the gross wages earned, the total hours worked, all deductions made, the net wages earned, and/or all applicable hourly

1 rates in effect during each pay period and the corresponding number of hours worked at each
2 hourly rate.

3 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
4 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
6 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
7 penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited
8 to those provided in California Labor Code § 226(e), as well as other available remedies.

9 **SEVENTH CAUSE OF ACTION**

10 **Failure to Maintain Required Records**

11 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]**

12 **(Against all DEFENDANTS)**

13 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 42.

15 44. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
16 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
17 DEFENDANTS knowingly and intentionally failed to maintain records as required under
18 California Labor Code §§ 226 and 1174, and IWC Wage Order No. 4-2001, § 7, including but not
19 limited to the following records: total daily hours worked by each employee; applicable rates of
20 pay; all deductions; meal periods; time records showing when each employee begins and ends
21 each work period; and accurate itemized statements.

22 45. As a proximate result of DEFENDANTS' unlawful actions and omissions,
23 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
24 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
25 CLASS MEMBERS are entitled to all available civil and statutory penalties and an award of costs,
26 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
27 Labor Code § 226(e), as well as other available remedies.

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary**

3 **Expenditures Incurred in Discharge of Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 45.

8 47. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

11 48. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for use of personal vehicles, cell phone
15 usage, and other employment-related expenses, in violation of California Labor Code § 2802.

16 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
17 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

26 **(Against all DEFENDANTS)**

27 50. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 49.

1 51. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
4 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
5 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
6 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
7 required records; DEFENDANTS' failure to indemnify PLAINTIFF and CLASS MEMBERS for
8 necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an unfair
9 and unlawful business practice under California Business and Professions Code § 17200, et seq.

10 52. DEFENDANTS' violations of California wage and hour laws constitute a business
11 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
12 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
13 CLASS MEMBERS.

14 53. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
15 rest periods, and other benefits as required by the California Labor Code, the California Code of
16 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
17 record, report, and pay the correct sums of assessment to the state authorities under the California
18 Labor Code and other applicable regulations.

19 54. As a result of DEFENDANTS' unfair and unlawful business practices,
20 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
21 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
22 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
23 MEMBERS.

24 55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
25 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
26 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
27 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
28 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged

1 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
2 jurisdiction of this Court.

3 **TENTH CAUSE OF ACTION**

4 **Representative Action for Civil Penalties**

5 **[Cal. Labor Code §§ 2698–2699.5]**

6 **(Against All DEFENDANTS)**

7 56. PLAINTIFF incorporates herein by specific reference as though fully set forth the
8 allegations in all preceding paragraphs, with exception of the allegations in paragraph 12 and the
9 subparagraphs thereto.

10 57. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
11 Code § 2699(c), and is a proper representative to bring a civil action on behalf of himself and
12 other current and former employees of DEFENDANTS pursuant to the procedures specified in
13 California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one
14 or more of the alleged violations of the California Labor Code were committed against
15 PLAINTIFF.

16 58. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
17 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
18 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
19 IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the
20 violations set forth above, including but not limited to violations of California Labor Code
21 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF
22 also is entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor
23 Code § 2699(g)(1).

24 59. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
25 December 7, 2021, by online filing to the California Labor and Workforce Development Agency
26 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
27 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
28

1 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
2 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

3 60. Therefore, PLAINTIFF has complied with all of the requirements set forth in
4 California Labor Code § 2699.3 to commence a representative action under PAGA.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
7 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
10 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 11 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
12 and IWC Wage Order No. 4-2001;
- 13 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 14 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
15 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
16 from engaging in the unlawful business practices complained of herein;
- 17 6. For waiting time penalties pursuant to California Labor Code § 203;
- 18 7. For statutory and civil penalties according to proof, including but not limited to all
19 penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;
- 20 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
21 Code §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
22 applicable provision providing for pre-judgment interest;
- 23 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
24 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions
25 providing for attorneys' fees and costs;
- 26 10. For declaratory relief;
- 27 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,
28 Eighth, and Ninth Causes of Action as a class action;

1 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
2 counsel as class counsel; and

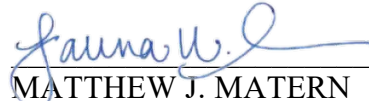
3 13. For such further relief that the Court may deem just and proper.
4

5 DATED: February 17, 2022

Respectfully submitted,

6 **MATERN LAW GROUP, PC**

7
8 By:



MATTHEW J. MATERN

LAUNA ADOLPH

OLIVIA GREEN

Attorneys for Plaintiff DAMON WHITE,
individually and on behalf of all others similarly
situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

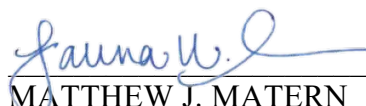
PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a trial by jury on all issues so triable.

DATED: February 17, 2022

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

LAUNA ADOLPH

OLIVIA GREEN

Attorneys for Plaintiff DAMON WHITE,
individually and on behalf of all others similarly
situated