

PIMENTEL LAW, P.C.
Bruce T. Murray, Esq. (SBN 306504)
BTM@PimentelLaw.com
Gabriel J. Pimentel, Esq. (SBN 265328)
GJP@PimentelLaw.com
30 N. Raymond Avenue, Suite 210
Pasadena, CA 91103
Telephone: (626) 765-6505
Fax: (626) 628-3041

Attorney for Plaintiff,
DANNY LEE WATTLE and putative class

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County of Stanislaus
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Freeland, John D

This case has been assigned to Judge _____
Dept. 23
Department _____, for all purposes including Trial.

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual, on behalf
of all others similarly situated,

Plaintiffs,

v.

PLM OPERATIONS LLC, STEVEN C.
SCHILLER, AND TROPICALE FOODS, LLC,
and DOES 1 through 20 inclusive,

Defendants.

Case No. CV-22-001613

**CLASS ACTION COMPLAINT AND
ENFORCEMENT ACTION FOR:**

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
3. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
4. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
5. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
6. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
7. Failure to Timely Pay Wages in Violation of Labor Code § 204;

8. Civil Penalties in Violation of Labor Code
§§ 2698, et seq.;

9. Unfair Competition in Violation of Labor
Code §§17200, et seq.

Jury Trial Demanded

1. Plaintiff DANNY LEE WATTLE, on behalf of himself and all others similarly situated, and as an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover wages and all other available relief on behalf of Plaintiff and all similarly situated current and former non-exempt, hourly-paid employees of Defendants.

3. This enforcement action is brought pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former aggrieved employees of Defendants and against whom one or more Labor Code violations or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this Complaint.

4. Plaintiff DANNY LEE WATTLE worked as a Maintenance Mechanic for PLM OPERATIONS LLC, STEVEN C. SCHILLER, AND TROPICALE FOODS, LLC, and DOES 1-20, from August 17, 2009 to the present. Plaintiff's job duties included performing repairs and maintenance of ice cream machines.

5. PLM OPERATIONS LLC, located at 2068 Lapham Dr., Modesto, CA 95354, and its manager or member, TROPICALE FOODS, LLC, located at 1237 W. State Street, Ontario, CA 91762, are registered with the California Secretary of State as “Ice Cream Novelties” producers.

6. Plaintiff DANNY LEE WATTLE was at all times relevant hereto a resident of Modesto, California.

7. At all relevant times herein, Defendant PLM OPERATIONS LLC was a Corporation

1 with its principal place of business in Modesto, California.

2 8. At all relevant times herein, Defendant TROPICALE FOODS, LLC, located at 1237
3 W. State Street, Ontario, California 91762, was the manager or member of PLM OPERATIONS LLC.

4 9. Defendant STEVEN C. SCHILLER was at all times relevant herein the principal of
5 PLM OPERATIONS LLC.

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

9 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
10 unity of interest and ownership between PLM OPERATIONS LLC, TROPICALE FOODS, LLC,
11 STEVEN C. SCHILLER and DOES 1-20 that the individuality and separateness of defendants have
12 ceased to exist.

13 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
14 of purported corporate existence, PLM OPERATIONS LLC, TROPICALE FOODS, LLC, STEVEN
15 C. SCHILLER and DOES 1-20 are, in reality, one and the same.

16 13. PLM OPERATIONS LLC, TROPICALE FOODS, LLC, STEVEN C. SCHILLER and
17 DOES 1-20 do not comply with all requisite corporate formalities to maintain a legal and separate
18 existence.

19 14. The business affairs of PLM OPERATIONS LLC, TROPICALE FOODS, LLC,
20 STEVEN C. SCHILLER and DOES 1-20 are, and at all times relevant were, so mixed and
21 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
22 confusion. PLM OPERATIONS LLC and TROPICALE FOODS, LLC are, and at all times relevant
23 hereto were, used by DOES 1-20 and STEVEN C. SCHILLER as a mere shell and conduit for the
24 conduct of certain of Defendants' affairs, and are, and were, the alter egos of DOES 1-20. The
25 recognition of the separate existence of PLM OPERATIONS LLC and TROPICALE FOODS, LLC
26 would not promote justice, in that it would permit Defendants to insulate themselves from liability to
27 Plaintiff for violations of state law. The corporate existence of PLM OPERATIONS LLC and DOES
28 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to

1 avoid fraud and injustice to Plaintiff herein.

2 15. Accordingly, PLM OPERATIONS LLC, TROPICALE FOODS, LLC, STEVEN C.
3 SCHILLER and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate
4 existence must be disregarded.

5 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
6 thereon alleges that PLM OPERATIONS LLC, TROPICALE FOODS, LLC, STEVEN C. SCHILLER
7 and DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents
8 of PLM OPERATIONS LLC and TROPICALE FOODS, LLC were also employees of STEVEN C.
9 SCHILLER and DOES 1-20. PLM OPERATIONS LLC's and TROPICALE FOODS, LLC's
10 employees performed services for each and every one of Defendants, and to the mutual benefit of all
11 Defendants, and all Defendants shared control of them as employees, either directly or indirectly, and
12 the manner in which Defendants' business was and is conducted.

13 17. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
15 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
16 Complaint to insert the true names and capacities of these Defendants when they become known to
17 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
18 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
19 Plaintiff as alleged hereinafter.

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

26 19. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
27 including those defendants named as DOES 1-20 acted in concert with one another to commit the
28 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the

1 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
2 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
3 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
4 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
5 intended to cause and actually causing Plaintiff's harm.

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

9 **FACTUAL ALLEGATIONS**

10 21. Plaintiff DANNY LEE WATTLE worked as a Maintenance Mechanic for Defendants
11 from December 10, 2017 to the present. Mr. Wattle's job duties include repairs and maintenance of
12 ice cream machines.

13 22. Mr. Wattle's regular rate of pay is \$25.75 per hour.

14 23. As detailed below, Mr. Wattle alleges that Defendants failed to reimburse him and the
15 class for the tools necessary to perform his job; failed to provide uninterrupted meal periods, failed to
16 pay overtime, failed to furnish itemized wage statements and maintain accurate pay records, willfully
17 failed to pay wages, and failed to timely pay wages.

18 **GENERAL ALLEGATIONS**

19 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members
20 were not paid for all hours worked because all hours worked were not recorded.

21 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive full reimbursement for
23 all business-related expenses and costs they incurred in direct consequence of the discharge of their
24 duties and that they did not receive full reimbursement of applicable business-related expenses and
25 costs incurred.

26 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
28 class members for all hours worked, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so.

2 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
3 have known that Plaintiff and class members were entitled to receive certain wages for overtime
4 compensation and that they were in fact not receiving certain wages for overtime compensation.

5 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive at least minimum wages
7 for compensation and that they were not receiving at least minimum wages for work that was required
8 to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were
9 not paid at least minimum wages for work done off-the-clock.

10 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to meal periods in accordance with
12 the Labor Code or payment of one additional hour of pay at their regular rates of pay when they were
13 not provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class members
14 were not provided with all meal periods or payment of one additional hour of pay at their regular rates
15 of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

16 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to timely payment of wages during
18 their employment. Plaintiff and class members did not receive payment of all wages, including
19 overtime wages, minimum wages, and meal and rest period premiums in violation of the California
20 Labor Code.

21 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that class members were entitled to timely payment of all wages earned upon
23 termination of employment. In violation of the California Labor Code, class members did not receive
24 payment of all wages due, including overtime wages, minimum wages, and meal and rest period
25 premiums, within the time periods required by law.

26 **CLASS ACTION ALLEGATIONS**

27 32. Plaintiff's proposed Class consists of:

28 All persons who worked for Defendants as non-exempt, hourly-paid employees in

1 California, within four years prior to the filing of the initial complaint until the date of
2 trial (“Class”).

3 33. Plaintiff’s proposed subclass consists of:

4 All persons who worked for Defendants as non-exempt, hourly-paid employees in
5 California and who received at least one wage statement within one year prior to the
6 filing of the initial complaint until the date of trial (“Subclass”).

7 34. Members of the Class and Subclass are referred to herein as “Class.”

8 35. Plaintiff reserves the right to redefine the Class and to add additional subclasses as
9 appropriate based on further investigation and discovery.

10 36. At all relevant times, Defendants have had a common and consistent policy and practice
11 of failing to reimburse for necessary business expenditures, pay the proper minimum wage and
12 overtime, furnish compliant wage statements, maintain accurate pay records, provide uninterrupted
13 meal and rest periods and timely pay wages in violation of the Labor Code and IWC Wage Orders.

14 37. There is a well-defined community of interest in the litigation and the class members
15 are readily ascertainable:

16 38. **Numerosity:** The members of the Class are sufficiently numerous that joinder of all
17 members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time.
18 However, the Class is estimated to be greater than 50 individuals and the identity of such membership
19 is readily ascertainable by inspection of Defendants’ employment records.

20 39. **Commonality:** There are questions of law and fact common to the Class that are
21 answerable on a common basis, and these questions predominate over individual questions. The
22 questions of law and fact common to the Class include, without limitation:

- 23 a. Whether Defendants failed to reimburse Plaintiff and class members for necessary
24 business expenditures, losses incurred by them in direct consequence of the
25 discharge of their duties or obedience to the directions of the employer;
26 b. Whether Defendants failed to provide Plaintiff and class members with meal
27 periods;
28 c. Whether Defendants required Plaintiff and class members to work over 8 hours per

1 day, over 12 hours per day, or over 40 hours per week and failed to pay them all
2 legally required overtime compensation;

3 d. Whether Defendants failed to pay Plaintiff and class members at least minimum
4 wages for all hours worked;

5 e. Whether Defendants provided Plaintiff and class members with complete and
6 accurate wage statements as required by California Labor Code section 226 (a);

7 f. Whether Defendants failed to pay earned overtime wages, minimum wages, and
8 meal and rest period premiums due to Plaintiff and class members upon their
9 discharge;

10 g. Whether Defendants failed to timely pay overtime wages, minimum wages, and
11 meal and rest period premiums to Plaintiff and class members during their
12 employment;

13 h. Whether Defendants engaged in unlawful and unfair business practices in violation
14 of California Business & Professions Code sections 17200, *et seq.*; and,

15 j. The appropriate amount of damages, restitution, or monetary penalties resulting
16 from Defendants' violations of California law.

17 40. **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to represent.
18 As set forth herein, Defendants' common course of conduct causes Plaintiff and similarly situated
19 persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims are
20 thereby representative of and co-extensive with the claims of the Class.

21 41. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members of
22 the Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not have
23 any conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class, and
24 has already devoted time and resources to the initial investigation of these claims. Plaintiff's attorney
25 is competent and experienced in litigating employment actions, including wage and hour class actions.

26 42. **Superiority of Class Action:** A class action is superior to other available methods for
27 the fair and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes
28 that some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by

1 Defendants. Because the damages suffered by certain individual members of the Class may be
2 relatively small, the expense and burden of individual litigation make it impracticable for Class
3 Members to pursue their claims separately. Each member of the Class has been damaged and is entitled
4 to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and policies.
5 Class action treatment will allow those similarly situated persons to litigate their claims in the manner
6 that is most efficient and economical for the parties and the judicial system. Class action treatment
7 will also avoid inconsistent outcomes because the same issues can be adjudicated in the same manner
8 for all members of the Class.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

11 **IN VIOLATION OF LABOR CODE § 2802**

12 **(AGAINST ALL DEFENDANTS)**

13 43. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
14 though fully set forth herein.

15 44. An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
17 or her obedience to the directions of the employer.

18 45. Here, Technicians at Defendants' facilities are required to supply most of their own
19 tools, without reimbursement. The only tools provided by Defendants at the facility where Plaintiff
20 works are grinders, a drill press, a press machine to press bearings, and some power tools. Otherwise,
21 because Defendants fail to supply their employees with the necessary tools at their work location, all
22 tool-using employees employed by Defendants are required to supply their own tools to perform their
23 job duties. As such, technicians and mechanics are required to incur tool expenditures, which
24 Defendants have not reimbursed.

25 46. The value of the tools Plaintiff DANNY LEE WATTLE uses on the job for Defendants
26 cost him about \$3,000, and cost of his toolbox was about \$700. Plaintiff was not reimbursed for these
27 expenses. When Mr. Wattle first started work for Defendants, he already owned about \$1,000 worth
28 of tools that he could use on the job. In the last four years, he has purchased about \$2,000 worth of

1 tools for his job. Every mechanic who works for Defendants must supply their own personal toolbox
2 with their own set of tools, and they are not reimbursed.

3 47. Defendants' practice of failing to reimburse non-double minimum wage-earning
4 employees for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

5 48. At all times relevant herein, Defendants have had a uniform practice and policy of
6 paying their employees less than twice the minimum wage in contravention of the applicable IWC
7 Wage Orders and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

8 49. At all times relevant herein, Class Members have been required by Defendants to
9 purchase tools, and in fact did purchase tools in order to perform their duties.

10 50. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
11 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
12 indemnify the Class for the reasonable expenses they incurred in the course of performing their duties.
13 Specifically, Plaintiff is informed and believes and thereon alleges that at all relevant times,
14 Defendants have not reimbursed Class Members for the purchase of their tools.

15 51. As a result of the foregoing, all members of the Class are entitled to recover all sums
16 incurred by them for the purchase of the tools that were necessary for the performance of their jobs
17 and which they were required to purchase in an amount according to proof at trial.

18 52. As a result of the foregoing, Class members are further entitled to an award of interest
19 at the same rate as judgments in civil actions, accruing from the date on which they incurred the
20 necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by them
21 for enforcing the rights granted by Labor Code § 2802.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL PERIODS**

24 **LABOR CODE §§ 226.7, 512 (a) and 1198**

25 **(AGAINST ALL DEFENDANTS)**

26 53. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
27 though fully set forth herein.

28 54. "An employer shall not employ an employee for a work period of more than five hours

1 per day without providing the employee with a meal period of not less than 30 minutes, except that if
2 the total work period per day of the employee is no more than six hours, the meal period may be
3 waived by mutual consent of both the employer and employee. An employer shall not employ an
4 employee for a work period of more than 10 hours per day without providing the employee with a
5 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
6 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
7 only if the first meal period was not waived.” Labor Code § 512; IWC Wage Order Nos. 1–2001 to
8 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
9 Code Regs § 11170, § 9.

10 55. At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable
11 IWC Wage Order also require employers to provide a second meal break of not less than 30 minutes
12 if an employee works over 10 hours per day or to pay an employee one additional hour of pay at the
13 employee’s regular rate, except that if the total hours worked is no more than 12 hours, the second
14 meal period may be waived by mutual consent of the employer and the employee only if the first
15 meal period was not waived.

16 56. “An employer shall not require an employee to work during a meal ... period mandated
17 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
18 Commission If an employer fails to provide an employee a meal ... period in accordance with a
19 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order
20 of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of
21 pay at the employee's regular rate of compensation for each workday that the meal ... period is not
22 provided.” Lab. Code § 226.7 (b) & (c).

23 57. At all relevant times, Plaintiff and the Class regularly worked more than five hours per
24 day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

25 58. At all relevant times herein, Defendants had, and continue to have, a company-wide
26 policy and/or practice of understaffing their locations while simultaneously assigning demanding
27 workloads, which had the combined effect of preventing Plaintiff and class members from taking all
28 timely, uninterrupted meal periods to which they were entitled. As a result of Defendants’ policies

1 and/or practices, Plaintiff and class members had to work through some or all of their meal periods,
2 have their meal periods interrupted to return to work, and/or wait extended periods of time before
3 taking meal periods. Because of Defendants understaff their operations, Plaintiff DANNY LEE
4 WATTLE and his co-workers are often unable to take their lunch breaks by the fifth hour.

5 59. Furthermore, Because of the understaffing and demanding workloads, Plaintiff
6 DANNY LEE WATTLE is often interrupted during his meal periods by requests from management
7 to perform work. Although Defendants pay meal period premiums at times for missed meal periods,
8 Plaintiff is informed and believes that they are paid at their hourly rate as opposed to their regular rate
9 of pay as required by *Ferra v. Loews Hollywood Hotel, LLC*, 280 Cal. Rptr. 3d 783, 798 (2021).

10 60. Additionally, Defendants did not provide Plaintiff and class members with second 30-
11 minute meal periods on days that they worked in excess of 10 hours in one day. Plaintiff worked 10
12 or more hour shifts and, at times, up to 12 or more hours in a shift without being permitted or
13 authorized to take a second 30-minute meal period.

14 61. Plaintiff is also informed and believes that Defendants engaged in a systematic,
15 company-wide practice and/or policy of either not paying meal period premiums, or failing to pay
16 the premium at the regular rate of pay, for Plaintiff and class members, regardless of whether they
17 were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor
18 Code sections 226.7 and 512 (a). As a result, Defendants failed to provide Plaintiff and class members
19 compliant meal periods in violation of California Labor Code sections 226.7 and 512 and failed to
20 pay the full meal period premiums due.

21 62. As alleged herein, Plaintiff and the Class are not exempt from the meal period
22 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
23 Consequently, Defendants' conduct violates the applicable IWC Wage Order, and California Labor
24 Code §§ 226.7, 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from
25 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
26 day that the meal period was not provided, plus interest thereon and costs of suit in an amount subject
27 to proof at trial.

28

THIRD CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGE
IN VIOLATION OF LABOR CODE §§ 510 and 1198
(AGAINST ALL DEFENDANTS)

63. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

64. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that “the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

65. The applicable IWC Wage Order required Defendants to pay Plaintiff and class members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive day of a work in a workweek.

66. Here, Defendants did not pay employees overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week.

67. At all relevant times, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. At all relevant times, Plaintiff and class members were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week.

68. As a result of company-wide understaffing of its facilities, Plaintiff and class members were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. For example, Plaintiff regularly worked through

1 meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

2 69. At all relevant times, Defendants had no policy for scheduling second meal periods and
3 no practice of permitting Plaintiff and class members to take second 30-minute meal periods. As a
4 result, on days that Plaintiff and class members worked in excess of 10 hours, they were not provided
5 with second 30-minute meal periods.

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

15 71. Defendants' failure to pay Plaintiff and class members the balance of overtime
16 compensation, as required by California law, violates the provisions of California Labor Code §§ 510
17 and 1198. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to
18 recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

19 72. Labor Code §558 (a) requires that any person acting on behalf of an employer who
20 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
21 underpaid employee for each pay period in which the employee was underpaid in addition to an
22 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
23 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an amount
25 sufficient to recover the underpaid wages.

26 73. In addition to the above withheld overtime wages, Plaintiff and the Class are entitled
27 to civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated
28 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this

1 complaint, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants
2 are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven at
3 trial.

4 **FOURTH CAUSE OF ACTION**
5 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
6 **AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**
7 **IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198**
8 **(AGAINST ALL DEFENDANTS)**

9 74. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
10 though fully set forth herein.

11 75. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
12 exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross
13 wages, total deductions net wages earned and name of the employer. An employer who violates these
14 Code sections is liable to its employees for the greater of actual damages suffered by the employee, or
15 \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per
16 employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

17 76. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
18 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
19 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
20 natural person who is an owner, director, officer, or managing agent of the employer.

21 77. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff
22 and Subclass members with uniform, incomplete, and inaccurate wage statements. Plaintiff DANNY
23 LEE WATTLE is informed and believes that Defendants fails to keep accurate information with
24 respect to each employee including the full name, home address, occupation and social security
25 number, meal periods, split shift intervals and total daily hours worked, the names and addresses of
26 all employees employed, payroll records showing the hours worked daily by and the wages paid to,
27 and the number of piece-rate units earned by and any applicable piece rate paid to, employees
28 employed at the respective plants or establishments.

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

5 79. Because Defendants failed to document and deduct time worked from Plaintiff's and
6 Subclass members' wage statements and employment records for meal periods they did not actually
7 receive, Defendants unlawfully deducted wages earned and meal period premiums that should have
8 been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass members
9 containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1),
10 accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
11 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
12 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

13 80. To the extent that Defendants paid any meal break premium and/or rest break premium
14 payments, Defendants failed to identify such payments on Plaintiff's and Subclass members' wage
15 statements and employment records, and Defendants otherwise failed to provide information on the
16 wage statements sufficient to identify how many premium payments were paid during each pay
17 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
18 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
19 for any and all premiums owed.

20 81. California Labor Code § 1198 provides that the maximum hours of work and the
21 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
22 applicable IWC Wage Orders. § 1198 further provides that "the employment of any employees for
23 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
24 unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time
25 records showing when the employee begins and ends each work period and meal period. At all
26 relevant times, Defendants failed, on a company-wide basis, to keep records of meal period start and
27 stop times for Plaintiff and Subclass members in violation of section 1198.

28 82. California Labor Code section 1174 (d) provides that "every person employing labor

1 in this state shall ... keep a record showing the names and addresses of all employees employed and
2 the ages of all minors” and “keep, at a central location in the state or at the plants or establishments
3 at which employees are employed, payroll records showing the hours worked daily by and the wages
4 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
5 employed at the respective plants or establishments...” At all relevant times, and in violation of Labor
6 Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and
7 Subclass members showing the daily hours they worked and the wages paid thereto as a result of
8 failing to record the off-the-clock hours that they worked.

9 83. Plaintiff and Subclass members are entitled to recover from Defendants the greater of
10 their actual damages caused by Defendants’ failure to comply with California Labor Code § 226 (a),
11 or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
12 attorneys’ fees and costs.

13 **FIFTH CAUSE OF ACTION**
14 **WILLFUL FAILURE TO PAY WAGES**
15 **IN VIOLATION OF LABOR CODE §§ 201-203**

16 84. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
17 though fully set forth herein.

18 85. “If an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately.” Labor Code § 201.

20 86. “If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
22 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
23 employee is entitled to his or her wages at the time of quitting.” Labor Code § 202.

24 87. “If an employer willfully fails to pay any wages of an employee who is discharged or
25 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
26 rate until paid or until an action therefor is commenced.” Labor Code § 203.

27 88. Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-
28 203.

89. As alleged above, Class members are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Defendants knew or should have known that they owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continue to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

90. At no time since the separation of employment of Class members did Defendants pay them wait-time penalties as required by Labor Code § 203.

91. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's and the Class's wages upon their separation of employment, Class members incurred wait-time penalties in an amount equal to their daily rate of pay over the period that the wages were not paid in an amount subject to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF

LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198

(AGAINST ALL DEFENDANTS)

92. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

93. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined by the applicable wage order as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010 (2) (G).

94. Due to Defendants' company-wide scheduling practices and policies, Plaintiff and class members were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines and handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and

1 class members worked through that qualified for overtime premium payment. Defendants did not pay
2 Plaintiff and class members for the time they continued to perform their duties during their meal
3 periods.

4 95. Defendants had no policy and/or practice for scheduling second meal periods for
5 employees or for authorizing and permitting Plaintiff and class members to take second 30-minute
6 meal periods on days they worked in excess of 10 hours in one day. As a result, Defendants did not
7 provide Plaintiff and class members with all second 30-minute meal periods to which they were
8 entitled.

9 96. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and
10 class members. To the extent that these off-the-clock hours did not qualify for overtime premium
11 payment, Defendants did not pay at least minimum wages for those hours Plaintiff and class members
12 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
13 and 1198. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
14 class members for all of the hours they worked. Defendants' failure to pay Plaintiff and class members
15 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

16 97. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are
17 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
18 thereon.

19 98. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged
20 herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff and
21 the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, including
22 interest thereon.

23 99. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of
24 reasonable attorneys' fees and costs incurred in this action.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO TIMELY PAY WAGES**

27 **IN VIOLATION OF LABOR CODE § 204**

28 100. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as

1 though fully set forth herein.

2 101. "All wages ... earned by any person in any employment are due and payable twice
3 during each calendar month, on days designated in advance by the employer as the regular paydays
4 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
5 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
6 the close of the payroll period." Labor Code § 204.

7 102. "In addition to, and entirely independent and apart from, any other penalty provided in
8 this article, every person who fails to pay the wages of each employee as provided in Sections ... 204
9 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
10 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
11 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
12 amount unlawfully withheld." Labor Code § 210.

13 103. As alleged above, Defendants failed to pay Class members wages for unpaid minimum
14 wage, overtime, meal periods and unreimbursed business expenses. At no time during their
15 employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued
16 to accumulate every pay period. Therefore, Class members were not paid all wages earned by the
17 seventh calendar day following the close of their pay periods. This practice is in violation of Labor
18 Code § 204.

19 104. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
20 and the Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

21 **EIGHTH CAUSE OF ACTION**
22 **CIVIL PENALTIES IN VIOLATION OF**
23 **LABOR CODE § 2699, ET SEQ.**
24 **(AGAINST ALL DEFENDANTS)**

25 105. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
26 though fully set forth herein.

27 106. Under Labor Code § 2698, et seq., Plaintiff, as a aggrieved employee, may bring an
28 action against defendants, on behalf of himself and other current or former employees, seeking civil

1 penalties for defendants' violations of the California Labor Code.

2 107. Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, et seq.
3 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

4 108. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
5 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
6 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
7 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in
8 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
9 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in
10 violation of §§ 226.7, 512 (a), failure to timely pay wages in violation of Labor Code § 204 and willful
11 failure to pay wages in violation of Labor Code § 201-203.

12 109. On January 7, 2022, Plaintiff provided written notice by online filing with the Labor
13 and Workforce Development Agency and by certified mail to Defendants of the specific provisions of
14 the Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violation, as required by Labor Code § 2699.3 (a) (1) (A).

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

18 111. As a direct and proximate result of Defendants' California Labor Code violations as set
19 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period
20 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
21 violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly providing
22 for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
23 provide for a penalty.

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

NINTH CAUSE OF ACTION
UNFAIR COMPETITION IN VIOLATION OF
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(AGAINST ALL DEFENDANTS)

113. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

114. Defendants are a “person” as defined by California Business & Professions Code sections 17201.

115. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Defendants’ unlawful business practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

116. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

117. The employment practices engaged in by Defendant as plead herein, including violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, *et seq.*

118. As a result of Defendants’ unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class and members of the public.

119. Pursuant to California Business & Professions Code §§ 17200, *et seq.* Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff, the Class and aggrieved employees; and an award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff and the Class pray for relief and judgment against Defendants as follows:

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

3 **Class Certification**

4 2. That this case be certified as a class action;

5 3. That Plaintiff be appointed as the representatives of the Class and Subclass;

6 4. That counsel for Plaintiff be appointed as class counsel.

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

8 **(Unreimbursed Business Expenses)**

9 5. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802
10 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

11 6. For unreimbursed business expenses and for all actual, consequential, and incidental
12 losses and damages, according to proof;

13 7. For interest at the same rate as judgments in civil actions, accruing from the date on
14 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
15 2802;

16 8. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
17 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and for
18 such other relief that the Court deems just and appropriate.

19 **As to the Second Cause of Action**

20 **(Failure to Provide Meal Periods)**

21 9. That the Court declare, adjudge, and decree that Defendants violated California Labor
22 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
23 failing to provide all meal periods to Plaintiff and class members;

24 10. That the Court make an award to the Plaintiff and class members of one hour of pay at
25 each employee's regular rate of pay for each workday that a meal period was not provided;

26 11. For all actual, consequential, and incidental losses and damages, according to proof;

27 12. For premiums pursuant to California Labor Code section 226.7 (b);

28 13. For pre-judgment interest on any unpaid meal period premiums from the date such

1 amounts were due, or as otherwise provided by law;

2 14. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
3 as otherwise provided by law; and

4 15. For such other relief that the Court deems just and appropriate.

5 **As to the Third Cause of Action**

6 **(Unpaid Overtime)**

7 16. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
8 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
9 overtime wages to Plaintiff and class members;

10 17. For payment of unpaid overtime wages in an amount subject to proof;

11 18. For prejudgment interest at the legal rate from the date the obligation became due
12 through the date of judgment in this matter;

13 19. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
14 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194 (a);
15 and

16 20. For such other relief that the Court deems just and appropriate.

17 **As to the Fourth Cause of Action**

18 **(Noncompliant Wage Statements and Payroll Records)**

19 21. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
20 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
21 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
22 accurate payroll records;

23 22. For consequential and incidental losses and damages according to proof;

24 23. For injunctive relief pursuant to Labor Code § 226 (h);

25 24. For statutory penalties pursuant to Labor Code § 226 (e);

26 25. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
27 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

28 26. For such other relief that the Court deems just and appropriate.

1 **As to the Fifth Cause of Action**

2 **(Willful Failure to Pay Wages)**

3 27. That the Court declare, adjudge, and decree that Defendants violated California Labor
4 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
5 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members
6 either upon discharge or within 72 hours of their resignation;

7 28. For wait time penalties pursuant to Labor Code § 203;

8 29. For all actual, consequential, and incidental losses and damages, according to proof;

9 30. For pre-judgment interest on any unpaid wages from the date such amounts were due,
10 or as otherwise provided by law;

11 31. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
12 as otherwise provided by law; and

13 32. For such other relief that the Court deems just and appropriate.

14 **As to the Sixth Cause of Action**

15 **(Unpaid Minimum Wages)**

16 33. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
17 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully
18 failing to pay minimum wages to Plaintiff and class members;

19 34. For payment of unpaid wages in an amount subject to proof;

20 35. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,
21 plus interest;

22 36. For prejudgment interest at the legal rate from the date the obligation became due
23 through the date of judgment in this matter;

24 37. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
25 enforcement of the rights granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant
26 to Labor Code § 1194 (a); and

27 38. For such other relief that the Court deems just and appropriate.

1 **As to the Seventh Cause of Action**

2 **(Failure to Timely Pay Wages)**

3 39. That the Court declare, adjudge, and decree that Defendants violated California Labor
4 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
5 wages to Plaintiff and class members;

6 40. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
7 withheld from Plaintiff and class members;

8 41. For all actual, consequential, and incidental losses and damages, according to proof;

9 42. For pre-judgment interest on any unpaid wages from the date such amounts were due,
10 or as otherwise provided by law;

11 43. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
12 as otherwise provided by law; and

13 44. For such other relief that the Court deems just and appropriate.

14 **As to the Eighth Cause of Action**

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

16 45. That the Court declare, adjudge, and decree that Defendants violated all California
17 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
18 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

19 46. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
20 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
21 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

22 47. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any
23 and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead
24 herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1,
25 1198 and 2802;

26 48. For pre-judgment and post-judgment interest as provided by law; and

27 49. For such other and further relief as the Court deems just and appropriate.

28

1 **As to the Ninth Cause of Action**

2 **(Unfair Competition)**

3 50. That the employment practices engaged in by Defendants as plead herein, including
4 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
5 practices in violation of Business & Professions Code §§17200, et seq.;

6 51. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
7 interest from the day such amounts were due and payable;

8 52. For the appointment of a receiver to receive, manage and distribute any and all funds
9 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
10 of violations of California Business & Professions Code sections 17200, et seq.;

11 53. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
12 Code of Civil Procedure § 1021.5; and

13 54. For such other and further relief as the Court deems just and appropriate.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff and the Class hereby demand a trial by jury on all issues.

16
17 **PIMENTEL LAW, P.C.**

18
19 Dated: April 12, 2022

20 By: 
Bruce T. Murray
Attorney for Plaintiff and putative
21 class
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