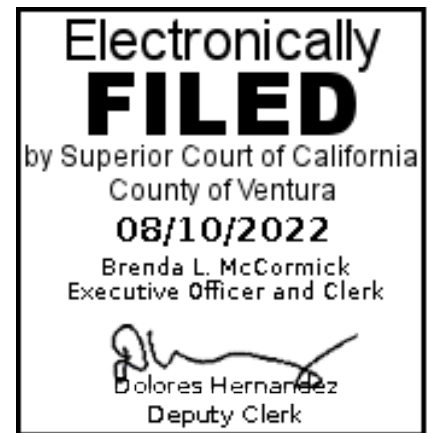


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Attorney for Plaintiff MIGUEL MIRELES-ANDRADE,
 individually and on behalf of all others similarly situated.



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF VENTURA COUNTY**

MIGUEL MIRELES-ANDRADE, individually
 and on behalf of all others similarly situated,

Plaintiffs,

v.

NED L WEBSTER CONCRETE
 CONSTRUCTION, INC., a California
 corporation; JASON WEBSTER, an individual;
 and DOES 1 through 100, inclusive,

Defendants.

CLASS ACTION:

Case No. 56-2022-00569075-CU-WT-VTA

1. **FOR FAILURE TO PAY ALL WAGES DUE (CAL. LABOR CODE §§200);**
2. **FOR FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1771, 1774, AND 1194);**
3. **FOR FAILURE TO PAY PREVAILING WAGES (CAL. LABOR CODE §§1771, 1774);**
4. **FOR FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
5. **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
6. **FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
7. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE § 2802);**
8. **FOR VIOLATIONS OF LABOR CODE §204;**

- 9. **FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
 - 10. **FOR WAITING TIME PENALTIES (LABOR CODE §203);**
 - 11. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);**
 - 12. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);**
- DEMAND OVER \$25,000**
- [DEMAND FOR JURY TRIAL]**

Plaintiff MIGUEL MIRELES-ANDRADE, individually and on behalf of all others similarly situated and/or aggrieved employees (hereinafter collectively referred to as “Plaintiffs”), hereby files this Complaint against Defendants NED L. WEBSTER CONCRETE CONSTRUCTION, INC., JASON WEBSTER; and DOES 1 to 100 (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants’ violations of the California Labor Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common law principles.
2. Plaintiffs’ action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.
3. Plaintiffs also seek penalties under the Private Attorneys’ General Act Labor Code §§ 2698, et seq. (“PAGA”).
4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through

the time of trial for this matter although this should not automatically be considered the statute of limitations for any cause of action herein.

RELEVANT JOB TITLES

5. For introductory and general information only (and not to be considered a proposed class definition), the relevant job titles held by the California citizens in this action are Defendants' "Carpenters" employees. Hereinafter Carpenters includes any of Defendants' job positions with substantially similar titles and/or duties,

6. During the appropriate time period, Defendants' Carpenters are and were paid by Defendants on an hourly basis.

7. The general obligations and responsibilities of Defendants' Carpenters are virtually identical from region to region, district to district, facility to facility, and employee to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented in this action.

SUMMARY OF CLAIMS

8. With regard to Defendants' Carpenters, Defendants have:

- a. Failed to pay state-mandated minimum wages for all hours worked;
- b. Failed to pay state-mandated overtime wages for all hours worked;
- c. Failed to pay state-mandated prevailing wages for all hours worked on public works projects;
- d. Failed to authorize and permit legally requisite rest periods, or paid wages in lieu thereof;
- e. Failed and refused to reimburse Plaintiff for all necessary business expenditures
- f. Violated Labor Code §204;
- g. Failed to timely furnish accurate itemized wage statements;
- h. Failed and refused to permit Plaintiff to use accrued and available sick leave;
- i. Violated Labor Code § 203;

- 1 j. Incurred penalties pursuant to Labor Code § 558;
2 k. Incurred penalties pursuant to Labor Code §§ 2698, et seq.; and
3 l. Conducted unfair business practices.
4

5 **THE PARTIES**

6 **PLAINTIFFS**

7 9. Plaintiff MIGUEL MIRELES-ANDRADE is an individual over the age of eighteen (18)
8 and are now and at all times mentioned in this Complaint were citizens of the State of California.

9 10. MIGUEL MIRELES-ANDRADE began working for Defendants on or around May 2018
10 Plaintiff worked as a Carpenter within the past four years and within the County of Ventura, California.

11 11. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs, while
12 acting for Defendants in their capacity as Carpenters, Defendants have:

- 13 a. Failed to pay state-mandated minimum wages for all hours worked;
14 b. Failed to pay state-mandated overtime wages for all hours worked;
15 c. Failed to pay state-mandated prevailing wages for all hours worked on public works
16 projects;
17 d. Failed to authorize and permit legally requisite meal periods, or paid wages in lieu
18 thereof;
19 e. Failed to authorize and permit legally requisite rest periods, or paid wages in lieu
20 thereof;
21 f. Failed and refused to indemnify Plaintiff for all necessary business expenditures;
22 g. Failed to pay all wages due, in violation of Labor Code § 204;
23 h. Failed to timely furnish accurate itemized wage statements;
24 i. Failed to pay waiting time penalties, in violation of Labor Code § 203;
25 j. Incurred penalties pursuant to Labor Code §§ 203, 558;
26 k. Incurred penalties pursuant to Labor Code §§ 2698, et seq.; and
27 l. Conducted unfair business practices.
28

1 **DEFENDANT NED L. WEBSTER CONCRETE CONSTRUCTION, INC.**

2 12. Defendant NED L. WEBSTER CONCRETE CONSTRUCTION, INC is now and/or at all
3 times mentioned in this Complaint was a California corporation and the owner and operator of an
4 industry, business and/or facility licensed to do business and actually doing business in the State of
5 California.

6
7 **DEFENDANT JASON WEBSTER**

8 13. Defendant JASON WEBSTER (“WEBSTER”) is now and/or at all times mentioned in
9 this Complaint was a California citizen and the owner and operator of an industry, business and/or facility
10 licensed to do business and actually doing business in the state of California.

11 14. Defendant WEBSTER is named herein as an individual employer pursuant to Labor Code
12 § 558.1, which states in subsection (a): “Any employer or other person acting on behalf of an employer,
13 who violates, or causes to be violated, any provision regulating minimum wages or hours and days of
14 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections
15 203, 226, 226.7, 1193.6, 1194, 2802, may be liable as the employer for such violation,” and states in
16 subsection (b): “For purposes of this section, the term “other person acting on behalf of an employer” is
17 limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the
18 term managing agent has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”
19 Furthermore, WEBSTER is named herein as an individual employer pursuant to Labor Code § 1197.1,
20 which states in subsection (a): “Any employer or other person acting either individually or as an officer,
21 agent, or employee of another person, who pays or causes to be paid to any employee a wage less than
22 the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject
23 to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable
24 penalties imposed pursuant to Section 203 as follows...”. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th
25 809. Here, this complaint alleges, among others, violations of Labor Code §§201, 203, 204, 226, 226.7,
26 512, 1102.5, 1194, and 1197, and as such, Defendant WEBSTER is named as a natural person who is an
27 owner, director, officer and/or managing agent of Defendant NED L. WEBSTER CONCRETE
28 CONSTRUCTION, INC.

DOES 1 – 100, INCLUSIVE

15. DOES 1 to 100, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

16. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such fictitious names pursuant to California Code of Civil Procedure (“CCP”) §474.

17. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

19. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

20. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

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

22. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

23. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

1 24. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted
2 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
3 damages alleged in this Complaint.

4 25. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
5 of them, including those defendants named as DOES 1-100, acted in concert with one another to commit
6 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
7 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
8 based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES
9 1-100, and each of them, formed and executed a conspiracy or common plan pursuant to which they
10 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
11 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

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

15
16 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

17 27. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
18 of interest and ownership between NED L. WEBSTER CONCRETE CONSTRUCTION, INC., JASON
19 WEBSTER (collectively the “Employers”), and DOES 1-100 that the individuality and separateness of
20 defendants have ceased to exist.

21 28. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
22 purported corporate existence, Employers and DOES 1-100 are, in reality, one and the same as
23 Defendants, including, but not limited to because:

24 a. Employers are completely dominated and controlled by one another and DOES 1-
25 100, who personally committed the frauds and violated the laws as set forth in this complaint, and who
26 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
27 accomplish some other wrongful or inequitable purpose.

1 b. Employers and DOES 1-100 derive actual and significant monetary benefits by
2 and through one another's unlawful conduct, and by using one another as the funding source for their
3 own personal expenditures.

4 c. Employers and DOES 1-100, while really one and the same, were segregated to
5 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
6 accomplishing some other wrongful or inequitable purpose.

7 d. Employers do not comply with all requisite corporate formalities to maintain a
8 legal and separate corporate existence.

9 e. The business affairs of Employers and DOES 1-100 are, and at all times relevant
10 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
11 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
12 DOES 1-100 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
13 were, the alter ego of one another and DOES 1-100. The recognition of the separate existence of
14 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
15 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
16 existence of Employers and DOES 1-100 should be disregarded in equity and for the ends of justice
17 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

18 29. Accordingly, Employers constitute the alter ego of one another and DOES 1-100, and the
19 fiction of their separate corporate existence must be disregarded.

20 30. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Employers and DOES 1-100 are Plaintiff's joint employers by virtue of a joint
22 enterprise, and that Plaintiff was an employee of Employers and DOES 1-100. Plaintiff performed
23 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
24 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
25 which Defendants' business was and is conducted.

26 31. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
27 between DOES 1-100, Employers, or any of them, (1) there is an express or implied agreement of
28 assumption pursuant to which Employers and/or DOES 1-100 agreed to be liable for the debts of the

1 other Defendants, (2) the transaction between Employers and/or DOES 1-100 and the other Defendants
2 amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-100 are a
3 mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-100
4 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or
5 DOES 1-100 are the successors of one or more of the other Defendants, and are liable on that basis.

6
7 **JURISDICTION AND VENUE**

8 32. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
9 is properly filed in Ventura County, because Defendants' obligations and liability arise therein, because
10 Defendants maintain offices and transact business within Ventura County, and because the work that is
11 the subject of this action was performed by Plaintiff in Ventura County.

12 33. The California Superior Court has jurisdiction in this matter because both the individual
13 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
14 of the Superior Court and will be established at trial, according to proof.

15 34. The California Superior Court also has jurisdiction in this matter because during their
16 employment with Defendants, Plaintiffs MIGUEL MIRELES-ANDRADE, the members of the putative
17 Classes herein, and individual Defendant JASON WEBSTER were all California citizens and Defendant
18 NED L. WEBSTER CONCRETE CONSTRUCTION, INC. is and was a California corporation. Further,
19 there is no federal question at issue, as the issues herein are based solely on California statutes and law.

20
21 **CLASS ACTION ALLEGATIONS**

22 35. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
23 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
24 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
25 class action pursuant to CCP §382.

26 36. The putative Classes Plaintiffs will seek to certify are currently composed of Carpenters
27 (as defined *supra*) who have worked for Defendants in the four years prior to the filing of the original
28 complaint herein and through trial, and defined as follows:

- 1 a. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 2 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 3 the payment of contractually or statutorily mandated wages as specifically described herein (hereinafter,
- 4 the “Unpaid Wage Class”);
- 5 b. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 6 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 7 the payment of minimum wages as specifically described herein (hereinafter, the “Minimum Wage
- 8 Class”);
- 9 c. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 10 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 11 the payment of prevailing wages as specifically described herein (hereinafter, the “Prevailing Wage
- 12 Class”);
- 13 d. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 14 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 15 the payment of overtime wages as specifically described herein (hereinafter, the “Overtime Wage Class”);
- 16 e. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 17 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 18 meal periods as specifically described herein (hereinafter, the “Meal Period Class”);
- 19 f. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 20 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 21 rest periods as specifically described herein (hereinafter, the “Rest Period Class”);
- 22 g. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 23 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 24 indemnification for necessary business expenditures as specifically described herein (hereinafter, the
- 25 “Expenditures Class”);
- 26 h. All California citizens employed by Defendants as Carpenters (as defined *supra*)
- 27 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
- 28 the timely payment of wages as specifically described herein (hereinafter, the “Carp 204 Class”);

1 i. All California citizens employed by Defendants as Carpenters (as defined *supra*)
2 during the appropriate time period who were subjected to Defendants’ policies and practices regarding
3 itemized wage statements as specifically described herein (hereinafter, the “Wage Statement Class”);
4 j. All formerly employed California citizens employed by Defendants as Carpenters
5 (as defined *supra*) during the appropriate time period who were subjected to Defendants’ policies and
6 practices regarding Labor Code §203 and the payment of all final wages (hereinafter, the “Carp 203
7 Class”);
8 k. All California citizens employed by Defendants as Carpenters (as defined, *supra*)
9 during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or
10 fraudulent business acts or practices prohibited by B&PC § 17200, et seq., as specifically described herein
11 (hereinafter, the “17200 Class”).
12 37. The Unpaid Wage Class, Minimum Wage Class, Prevailing Wage Class, Overtime Wage
13 Class, Meal Period Class, Rest Period Class, Expenditures Class, Carp 204 Class, Wage Statement Class,
14 Carp 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”
15 38. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
16 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
17 such time when Plaintiffs seek to certify the Classes alleged herein.
18 39. Numerosity (CCP §382):
19 a. The potential quantity of members of the Classes as defined is so numerous that
20 joinder of all members is unfeasible and impractical;
21 b. The disposition of the claims of the members of the Classes through this class
22 action will benefit both the parties and this Court;
23 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
24 however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and
25 d. The quantity and identity of such membership is readily ascertainable via
26 inspection of Defendants’ records.
27
28

1 40. Superiority (CCP §382): The nature of this action and the nature of the laws available to
2 Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to
3 afford relief to Plaintiffs for the wrongs alleged herein, as follows:

4 a. California has a public policy which encourages the use of the class action device;

5 b. By establishing a technique whereby the claims of many individuals can be
6 resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and
7 provides small claimants with a method of obtaining redress for claims which would otherwise be too
8 small to warrant individual litigation;

9 c. This case involves large corporate Defendants and a large number of individual
10 Class members with many relatively small claims and common issues of law and fact;

11 d. If each individual member of the Classes were required to file an individual
12 lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because
13 Defendants would be able to exploit and overwhelm the limited resources of each individual member of
14 the Classes with Defendants' vastly superior financial and legal resources;

15 e. Requiring each individual member of the Classes to pursue an individual remedy
16 would also discourage the assertion of lawful claims by the members of the Classes who would be
17 disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of
18 retaliation and permanent damage to their lives, careers and well-being;

19 f. Proof of a common business practice or factual pattern, of which the members of
20 the Classes experienced, is representative of the Classes herein and will establish the right of each of the
21 members of the Classes to recover on the causes of action alleged herein;

22 g. Absent class treatment, the prosecution of separate actions by the individual
23 members of the Classes, even if possible, would likely create:

- 24 i) a substantial risk of each individual plaintiff presenting in separate,
25 duplicative proceedings the same or essentially similar arguments and
26 evidence, including expert testimony;
- 27 ii) a multiplicity of trials conducted at enormous expense to both the judicial
28 system and the litigants;

- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
- iv) potentially incompatible standards of conduct for Defendants; and
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;

i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and

j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

41. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

a. Typicality: The claims of Plaintiff MIGUEL MIRELES-ANDRADE are typical of the claims of all members of the Classes he seeks to represent because he has been subject to all the violations described herein, as have all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

b. Adequacy: Plaintiff MIGUEL MIRELES-ANDRADE:

- i) Is an adequate representative of the Classes he seeks to represent;
- ii) will fairly protect the interests of the members of the Classes;
- iii) has no interests antagonistic to the member of the of the Classes; and

iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay, prevailing wage rate pay, and/or overtime pay for all work hours to the members of the Unpaid Wage Class;
- ii) Whether Defendants paid the required minimum wages to the members of the Minimum Wage Class;
- iii) Whether Defendants paid the appropriate prevailing wages to the members of the Prevailing Wage Class;
- iv) Whether Defendants paid the appropriate overtime wages to the members of the Overtime Wage Class;
- v) Whether Defendants failed and continue to fail to authorize and permit legally-requisite meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 10 of the IWC Wage Order No. 16
- vi) Whether Defendants failed and continue to fail to authorize and permit legally-requisite rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 11 of the IWC Wage Order No. 16;
- vii) Whether Defendants failed and continue to fail to indemnify necessary business expenses to members of the Expenditures Class;
- viii) Whether Defendants are liable pursuant to Labor Code §204 to the members of the Carp 204 Class;
- ix) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- x) Whether Defendants are liable pursuant to Labor Code §203 to the members of the Carp 203 Class;

- 1 xi) Whether the members of the Classes are entitled to penalties pursuant to
2 Labor Code §§2698, et seq;
3 xii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
4 competition within the meaning of B&PC §17200, et seq.;;
5 xiii) Whether the members of the Classes are entitled to compensatory damages,
6 and if so, the means of measuring such damages;
7 xiv) Whether the members of the Classes are entitled to injunctive relief;
8 xv) Whether the members of the Classes are entitled to restitution; and
9 xvi) Whether Defendants are liable for attorneys' fees and costs.

10 42. Whether each member of the Classes might be required to ultimately justify an individual
11 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
12 238).

13
14 **FIRST CAUSE OF ACTION**
15 **FOR FAILURE TO PAY ALL WAGES DUE**
16 **(ON BEHALF OF THE UNPAID WAGE CLASS)**
17 **(AGAINST ALL DEFENDANTS)**

18 43. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
19 though set forth in full herein.

20 44. Labor Code § 1771 states in pertinent part: “[N]ot less than the general prevailing rate of
21 per diem wages for work of a similar character in the locality in which the public work is performed, and
22 not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as
23 provided in this chapter, shall be paid to all works employed on public works.”

24 45. Labor Code § 1774 states: “The contractor to whom the contract is awarded, and any
25 subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen
26 employed in the execution of the contract.”

27 46. Labor Code §§ 1194(a) states in pertinent part: “Notwithstanding any agreement to work
28 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a

1 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
2 reasonable attorney's fees, and costs of suit."

3 47. Labor Code §§ 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1
4 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
5 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
6 to the wages unlawfully unpaid and interest thereon."

7 48. Labor Code § 1197 states: "The minimum wage for employees fixed by the commission
8 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
9 of a lower wage than the minimum so fixed is unlawful."

10 49. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages
11 for all hours worked paid at least twice during each calendar month to employees as required "by
12 contract" under Labor Code section 223, as well as an improper collection of wages paid to an employee
13 under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist.
14 Mar. 6, 2013).

15 50. Defendants, as a pattern and practice in uniform administration of corporate policy with
16 regard to the members of the Unpaid Wage Class, required the members of the Unpaid Wage Class to
17 performed labor without compensation. Specifically, the members of the Unpaid Wage Class were made
18 to work through their meal periods while Defendants nevertheless deducted the full 30-minutes of their
19 meal periods from their pay.

20 51. Defendants, as a pattern and practice in uniform administration of corporate policy with
21 regards to the members of the Unpaid Wage Class, required the members of the Unpaid Wage Class to
22 perform labor without compensation. Specifically, the members of the Unpaid Wage Class were made to
23 work through their rest periods.

24 52. As such, Defendants required the members of the Unpaid Wage Class to remain under
25 Defendants' control without paying, which resulted in the members of the Unpaid Wage Class earning
26 less than the legally required minimum wage and/or prevailing wage in the State of California.

27 53. Defendants' pattern and practice in uniform administration of corporate policy regarding
28 Defendants' failure to pay the legal minimum wage to the members of the Unpaid Wage Class as

described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage and the straight time compensation, including interest thereon.

54. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

55. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

56. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action

57. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
(ON BEHALF OF THE MINIMUM WAGE CLASS)
(AGAINST ALL DEFENDANTS)

58. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

59. Labor Code § 1771 states in pertinent part: "[N]ot less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and

1 not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as
2 provided in this chapter, shall be paid to all works employed on public works.”

3 60. Labor Code § 1774 states: “The contractor to whom the contract is awarded, and any
4 subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen
5 employed in the execution of the contract.”

6 61. Labor Code §§ 1194(a) states in pertinent part: “Notwithstanding any agreement to work
7 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
8 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
9 reasonable attorney’s fees, and costs of suit.”

10 62. Labor Code §§ 1194.2(a) states in pertinent part: “In any action under ... 1194 or 1197.1
11 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
12 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
13 to the wages unlawfully unpaid and interest thereon.”

14 63. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission
15 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
16 of a lower wage than the minimum so fixed is unlawful.”

17 64. Defendants, as a matter of established company policy and procedure, at each and every
18 one of the individual facilities owned and/or operated by Defendants, consistently:

- 19 a. Administered a uniform company policy and practice as to the pay policies regarding
20 the members of the of the Minimum Wage Class;
21 b. Paid the members of the Minimum Wage Class at a rate of less than the required
22 statutory prevailing rate pursuant to Labor Code §§ 1771 and 1774;
23 c. As such, required the members of the Minimum Wage Class to work without paying
24 at least the minimum wage for all the time they were under Defendants’ control.

25 65. As such, Defendants required members of the Minimum Wage Class to remain under
26 Defendants’ control without paying therefore, which resulted in the members of the Minimum Wage
27 Class earning less than the legal minimum wage pursuant to statute under California law.

28

1 66. Defendants' pattern and practice in uniform administration of corporate policy regarding
2 Defendants' failure to pay the legal minimum wage to the members of the Minimum Wage Class as
3 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
4 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
5 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
6 and the straight time compensation, including interest thereon.

7 67. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek
8 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

9 68. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
10 members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered
11 herein.

12 69. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Minimum
13 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
14 action.

15
16 **THIRD CAUSE OF ACTION**
17 **FOR FAILURE TO PAY PREVAILING WAGE RATES**
18 **(ON BEHALF OF THE PREVAILING WAGE CLASS)**
19 **(AGAINST ALL DEFENDANTS)**

20 70. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 71. Labor Code § 1771 states in pertinent part: "[N]ot less than the general prevailing rate of
23 per diem wages for work of a similar character in the locality in which the public work is performed, and
24 not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as
25 provided in this chapter, shall be paid to all works employed on public works."

26 72. Labor Code § 1774 states: "The contractor to whom the contract is awarded, and any
27 subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen
28 employed in the execution of the contract."

1 73. Labor Code §§ 1194(a) states in pertinent part: “Notwithstanding any agreement to work
2 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
3 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
4 reasonable attorney’s fees, and costs of suit.”

5 74. Labor Code §§ 1194.2(a) states in pertinent part: “In any action under ... 1194 or 1197.1
6 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
7 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
8 to the wages unlawfully unpaid and interest thereon.”

9 75. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission
10 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
11 of a lower wage than the minimum so fixed is unlawful.”

12 76. Pursuant to the General Prevailing Wage Determination made by the Director of Industrial
13 Relations pursuant to Labor Code §§ 1770, 1773 and 1773.1, the prevailing rates for the past four years
14 are as follows:

- 15 a. On or around 2019, Plaintiff worked on a public works project in Catalina Island,
16 California. Plaintiff was not paid the prevailing wage;

17 77. Defendants, as a matter of established company policy and procedure, at each and every
18 one of the individual facilities owned and/or operated by Defendants, consistently:

- 19 a. Administered a uniform company policy and practice as to the pay policies regarding
20 the members of the of the Prevailing Wage Class;
21 b. Paid the members of the Prevailing Wage Class at a rate of less than the required
22 statutory prevailing rate pursuant to Labor Code §§ 1771 and 1774;
23 c. As such, required the members of the Prevailing Wage Class to work without paying
24 at least the minimum wage for all the time they were under Defendants’ control.

25 78. As such, Defendants required members of the Prevailing Wage Class to remain under
26 Defendants’ control without paying the requisite prevailing wage rate, which resulted in the members of
27 the Minimum Wage Class earning less than the legal minimum wage pursuant to statute under California
28 law.

1 79. Defendants' pattern and practice in uniform administration of corporate policy regarding
2 Defendants' failure to pay the legal prevailing wage rate to the members of the Prevailing Wage Class as
3 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
4 the members of the Prevailing Wage Class, in a civil action, for the unpaid balance of the full amount of
5 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
6 and the straight time compensation, including interest thereon.

7 80. Pursuant to Labor Code § 1194.2(a), the members of the Prevailing Wage Class seek
8 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

9 81. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
10 members of the Prevailing Wage Class seek recovery of pre-judgment interest on all amounts recovered
11 herein.

12 82. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Prevailing
13 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
14 action.

15
16 **FOURTH CAUSE OF ACTION**
17 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
18 **(ON BEHALF OF THE OVERTIME WAGE CLASS)**
19 **(AGAINST ALL DEFENDANTS)**

20 83. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 84. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
23 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
24 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
25 hours in a single day. It also requires employers to pay their non-exempt employees overtime
26 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
27 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
28 consecutive day of work.

1 85. At all relevant times, Defendants failed and refused to pay Plaintiff and the Overtime
2 Wage Class all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11040,
3 and Industrial Welfare Commission Order No. 16-2001.

4 86. Defendants, as a matter of established company policy and procedure, at each and every
5 one of the individual facilities owned and/or operated by Defendants, consistently:

6 a. Administered a uniform company policy and practice as to the pay policies
7 regarding the members of the Overtime Wage Class; and

8 b. Paid the members of the Overtime Wage Class for straight time only, and often
9 did not provide overtime premiums for hours worked in excess of eight hours in a single day, or 40 hours
10 per week.

11 87. Defendants' pattern and practice in uniform administration of corporate policy regarding
12 Defendants' failure to pay the legal overtime wage to the members of the Overtime Wage Class as
13 described herein is unlawful and creates entitlement, pursuant to Labor Code §510, to recovery by the
14 members of the Overtime Wage Class, in a civil action, for the unpaid balance of the full amount of the
15 unpaid minimum wages owed, calculated as the difference between the requisite overtime rate minus the
16 regular hourly rate of compensation, including interest thereon.

17 88. Pursuant to Labor Code §§218.6, 510, 1194; and Civil Code §3287, the member of the
18 Overtime Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

19 89. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the members of the Overtime
20 Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
21 action.

22
23 **FIFTH CAUSE OF ACTION**
24 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**
25 **(ON BEHALF OF THE MEAL PERIOD CLASS)**
26 **(AGAINST ALL DEFENDANTS)**

27 90. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 91. Labor Code § 226.7(b) provides that “An employer shall not require an employee to work
2 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
3 regulation, standard or order of the Industrial Welfare Commission, the Occupational Safety and Health
4 Standards Board, or the Division of Occupational Safety and Health.”

5 92. Labor Code § 512 provides that “An employer shall not employ an employee for a work
6 period of more than five hours per day without providing the employee with a meal period of not less
7 than 30 minutes, except that if the total work period per day of the employee is no more than six hours,
8 the meal period may be waived by mutual consent of both the employer and employee. An employer shall
9 not employ an employee for a work period of more than 10 hours per day without providing the employee
10 with a second meal period of not less than 30 minutes, except that if the total hours worked is no more
11 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
12 employee only if the first meal period was not waived.”

13 93. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend
14 working condition orders with respect to break periods, meal periods, and days of rest for any workers in
15 California consistent with the health and welfare of those workers.”

16 94. Section 10(A) of IWC Wage Order No. 16 states “No employer shall employ any person
17 for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except
18 that when a work period of not more than six (6) hours will complete the day’s work the meal period may
19 be waived by mutual consent of employer and employee.”

20 95. Section 10(F) of IWC Wage Order No. 16 states “If an employer fails to provide an
21 employee a meal period in accordance with the applicable provisions of this order, the employer shall
22 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
23 that the meal period is not provided.”

24 96. On one or more occasions, the members of the Meal Period Class worked over five (5)
25 hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to
26 exceeding five (5) hours of employment.
27
28

1 97. On one or more occasions, the members of the Meal Period Class worked over ten (10)
2 hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to
3 exceeding ten (10) hours of employment.

4 98. The members of the Meal Period Class did not validly or legally waive their meal periods,
5 by mutual consent with Defendants or otherwise.

6 99. The members of the Meal Period Class did not enter into any written agreement agreeing
7 to an on-the-job meal period.

8 100. As a matter of Defendants' established company policy, Defendants failed to always
9 comply with the meal period requirements established by Labor Code § 226.7, Labor Code § 512, Labor
10 Code § 516 and Section 10 of IWC Wage Order No. 16 by failing to always provide the members of the
11 Meal Period Class with a first and in some cases a second legally compliant meal period.

12 101. Pursuant to Section 10(F) of IWC Wage Order No. 16 and Labor Code § 226.7(c) which
13 states that "If an employer fails to provide an employee a meal period in accordance with the applicable
14 provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's
15 regular rate of compensation for each workday that the meal period is not provided." The members of
16 the Meal Period Class are thus entitled to damages in an amount equal to one (1) additional hour of pay
17 at each employee's regular rate of compensation for each work day that the m period was not provided,
18 in a sum to be proven at trial.

19 102. Pursuant to Labor Code 218.6 and Civil Code § 3287, members of the Meal Period Class
20 seek recover of prejudgment interest on all amounts recovered herein.

21
22 **SIXTH CAUSE OF ACTION**
23 **FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
24 **(ON BEHALF OF THE REST PERIOD CLASS)**
25 **(AGAINST ALL DEFENDANTS)**

26 103. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
27 though set forth in full herein.
28

1 104. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
2 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
3 thereof, and further prohibits an employer from requiring “an employee to work during a meal or rest or
4 recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order
5 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the
6 Division of Occupational Safety and Health.”

7 105. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend
8 working condition orders with respect to break periods, meal periods, and days of rest for any workers in
9 California consistent with the health and welfare of those workers.”

10 106. Section 11(A) of IWC Wage Order No. 16 states: “Every employer shall authorize and
11 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work
12 period. The authorized rest period time shall be based on the total hours worked daily at a the rate of ten
13 (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not
14 be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours.
15 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
16 wages.”

17 107. Section 11(D) of the IWC Wage Order(s): states: “If an employer fails to provide an
18 employee a rest period in accordance with the applicable provisions of this order, the employer shall pay
19 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
20 the rest period is not provided.”

21 108. The members of the Rest Period Class worked over 4 hours per shift. Further, the members
22 of the Rest Period Class worked over 6 hours per shift.

23 109. The members of the Rest Period Class were entitled to a rest period of not less than 10
24 minutes prior to exceeding 4 hours of employment.

25 110. The members of the Rest Period Class were entitled to a rest period of not less than 10
26 minutes prior to exceeding 8 hours of employment.

27
28

1 111. As a matter of Defendants' established company policy, Defendants failed to always
2 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
3 and Section 12 of the IWC Wage Order(s).

4 112. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
5 "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
6 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
7 at the employee's regular rate of compensation for each work day that the rest period is not provided,"
8 the members of the Rest Period Class are entitled to damages in an amount equal to 1 additional hour of
9 pay at each employee's regular rate of compensation for each work day that the rest period was not
10 provided.

11 113. Pursuant to Labor Code §218.6 and Civil Code § 3287, the members of the Rest Period
12 Class seek recovery for prejudgment interest on all amounts recovered herein.

13
14 **SEVENTH CAUSE OF ACTION**
15 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
16 **LABOR CODE §2802**
17 **(ON BEHALF OF THE EXPENDITURES CLASS)**
18 **AGAINST ALL DEFENDANTS**

19 114. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
20 though set forth herein.

21 115. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
22 patronize his or her employer, or any other person, in the purchase of anything of value."

23 116. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for
24 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
25 his or her duties, or of his or her obedience to the directions of the employer."

26 117. Members of the Expenditure Class were required to expend personal funds because of the
27 duties required by Defendants.
28

1 118. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse members
2 of the Expenditures Class for all necessary expenditures incurred in the performance of their duties.

3 119. Defendants have failed and refused to reimburse members of the Expenditure Class for all
4 necessary business expenditures, including for using his cellphone and vehicle for business related
5 purposes.

6 120. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
7 2502(a), the Expenditure Class is entitled to recover from Defendants the unpaid balance of all of the
8 necessary aforementioned expenditures.

9 121. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
10 2502(a), the Expenditure Class has been damaged in an amount according to proof at the time of trial.

11 122. Pursuant to Labor Code §2802(b), the members of the Expenditure Class request that the
12 Court award interest at the same rate as judgments in civil actions, accruing from the date on which the
13 members of the Expenditure Class incurred the necessary expenditure or loss.

14 123. Pursuant to Labor Code §2802(c), the members of the Expenditure Class request that the
15 Court award the Expenditure Class reasonable attorneys' fees and costs incurred in this action.

16
17 **EIGHTH CAUSE OF ACTION**
18 **FOR VIOLATIONS OF LABOR CODE §204**
19 **(ON BEHALF OF THE CARP 204 CLASS)**
20 **(AGAINST ALL DEFENDANTS)**

21 124. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 125. Labor Code §204(a) provides in pertinent part that "All wages, other than those mentioned
24 in (Labor Code) Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in an employment are
25 due and payable twice during each calendar month, on days designated in advance by the employer as
26 the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
27 shall be paid for between the 16th and the 26th day of the month during which the labor was performed,
28 and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid

1 for between the 1st and 10th day of the following month.” See also, (2014) 59 Cal.4th 662, 669. *Peabody*
2 *v. Time Warner Cable, Inc*

3 126. Defendants failed to pay members of the Carp 204 Class their requisite overtime
4 compensation and compensation for missed meal and rest break periods.

5 127. The members of the Carp 204 Class are not executive, administrative or professional
6 employees, and as such, for purposes of this cause of action, are not covered by the Fair Labor Standards
7 Act.

8 128. Regarding Labor Code §204(c), the members of the Carp 204 Class were not covered by
9 a collective bargaining agreement that provides different pay arrangements than thus set-forth in Labor
10 Code §204.

11 129. Regarding Labor Code §204(d), the members of the Carp 204 Class were not paid requisite
12 wages not more than seven calendar days following the close of the payroll period.

13 130. Defendants had a consistent and uniform policy, practice and procedure of failing to
14 comply with Labor Code §§204 with regard to the members of the Carp 204 Class.

15 131. Thus, the members of the Carp 204 Class are entitled to recovery pursuant to Labor Code
16 §§204 and/or 210.

17
18 **NINTH CAUSE OF ACTION**
19 **FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
20 **(ON BEHALF OF THE WAGE STATEMENT CLASS)**
21 **(AGAINST ALL DEFENDANTS)**

22 132. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 133. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the
25 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
26 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
27 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the period

1 for which the employee is paid ... (8) the name and address of the legal entity that is the employer, and
2 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate by the employee”

4 134. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall
5 keep accurate information with respect to each employee including the following: (3) Time records
6 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
7 total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
8 applicable rates of pay”

9 135. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California
10 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
11 by the members of the Wage Statement Class, including but not limited to, beginning and ending of each
12 work period, meal period and split shift interval, the total daily hours worked, and the total hours worked
13 per pay period and applicable rates of pay.

14 136. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
15 §7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with
16 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
17 employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during
18 each respective pay period and the corresponding number of hours worked at each hourly rate by each
19 respective individual and/or pertaining to the total hours worked for Defendants by the members of the
20 Wage Statement Class, including but not limited to, beginning and ending of each work period, meal
21 period and split shift interval, the total daily hours worked, and the total hours worked per pay period and
22 applicable rates of pay.

23 137. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
24 suffers injury if the employer fails to provide accurate and complete information as required by any one
25 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
26 requisite information without reference to other documents or information.

27 138. Here, the members of Wage Statement Class suffered injury because Defendants failed to
28 provide accurate and complete information as required by one or more items listed in Labor Code

1 §226(a)(1)-(9) and the Wage Statement Class members could not and cannot promptly and easily ascertain
2 requisite information without reference to other documents or information.

3 139. In addition, the members of the Wage Statement Class have suffered injury as a result of
4 Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the
5 members of the Wage Statement Class were not timely provided written accurate itemized statements
6 showing all requisite information, including but not limited to total hours worked by the employee, net
7 wages earned and all applicable hourly rates in effect during the pay period and the corresponding number
8 of hours worked at each hourly rate, in violation of Labor Code §226 and the IWC Wage Orders §7(A),
9 such that the members of the Wage Statement Class were misled by Defendants as to the correct
10 information regarding various items, including but not limited to total hours worked by the employee, net
11 wages earned and all applicable hourly rates in effect during the pay period and the corresponding number
12 of hours worked at each hourly rate.

13 140. The actual injuries suffered by the members of the Wage Statement Class as a result of
14 Defendants' knowing and intentional failure to maintain accurate records for the members of the Wage
15 Statement Class include but are not limited to:

- 16 a. Confusion over whether they received all wages owed them by Defendants;
- 17 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 18 c. Being forced to engage in mathematical computations to analyze whether Defendants'
- 19 wages in fact compensated for all hours worked;
- 20 d. The inability to accurately calculate wage rates complicated by the fact that wage
- 21 statement information required by Labor Code §226 is missing;
- 22 e. That such practice prevents the members of the Wage Statement Class from being able
- 23 to effectively challenge information on their wage statements; and/or
- 24 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
- 25 required to collect and analyze the very information that California law requires.

26 141. Pursuant to Labor Code §226(e), the members of the Wage Statement Class are entitled
27 to fifty dollars (\$50.00) per employee for the initial pay period in which a violation hereunder occurs and
28

one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

142. Pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

143. Pursuant to Labor Code §226(g), the currently-employed members of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

144. Pursuant to Labor Code §226(e) and/or §226(g), the members of the Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

TENTH CAUSE OF ACTION
FOR VIOLATIONS OF LABOR CODE §203
(ON BEHALF OF THE CARP 203 CLASS)
(AGAINST ALL DEFENDANTS)

145. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

146. Labor Code §203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

147. The members of the Carp 203 Class are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

148. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

149. As set forth above, Defendants willfully failed to pay the members of the Carp 203 Class their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation and failed to pay those sums for up to thirty (30) days thereafter.

1 150. Defendants' willful failure to pay wages to the members of the Carp 203 Class violates
2 Labor Code §203 because Defendants knew or should have known wages were due to the members of
3 the Carp 203 Class, as set forth above, but Defendants failed to pay them.

4 151. Thus, the members of the Carp 203 Class are entitled to recovery pursuant to Labor Code
5 §203, as well as attorneys' fees and costs.

6
7 **ELEVENTH CAUSE OF ACTION**
8 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
9 **LABOR CODE §2699**
10 **(ON BEHALF OF THE AGGRIEVED EMPLOYEES)**

11 **(AGAINST ALL DEFENDANTS)**

12 152. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 153. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
15 Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties
16 for Defendants' violations of the California Labor Code.

17 154. Plaintiff and the Classes are aggrieved employees within the meaning of Labor Code
18 §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations
19 against the Classes, as previously pleaded in this Complaint.

20 155. On March 22, 2022, and more than 63 calendar days before filing this Complaint, Plaintiff
21 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
22 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
23 satisfying the requirements of Labor Code §2699.3(a) by citing the specific provision of the Labor Code
24 alleged to have been violated, including the facts and theories sufficient to support the alleged violations.

25 156. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code §2699.5
26 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code
27 §2699.3(a) and §2699.3(c) apply to this action.

158. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

159. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

- 33-

- 1 c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code) for
3 violations of Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid
4 aggrieved employee for each pay period the aggrieved employee was intentionally
5 underpaid in addition to an amount sufficient to recover underpaid wages, and \$250
6 for each subsequent violation for each underpaid aggrieved employees regardless of
7 whether the initial violation was intentionally committed in addition to an amount
8 sufficient to recover underpaid wages, with all wages recovered pursuant to Labor
9 Code §1197.1;
- 10 d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely
11 independent and apart from any other penalty provided in the Labor Code), for each
12 employee who is/was not paid wages in accordance with Labor Code §§201.3, 204,
13 204b, 204.1, 204.2, 205, 205.5 and 1197.5, in the amount of a civil penalty of \$100 for
14 each aggrieved employee per pay period for each initial violation, and \$200 for each
15 aggrieved employee per pay period for each subsequent violation;
- 16 e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
17 independent and apart from any other penalty provided in the Labor Code), for each
18 violation of Labor Code §221, in the amount of \$100 for each aggrieved employee per
19 pay period for each violation; and \$200 for each aggrieved employee per pay period
20 for each subsequent violation plus 25 percent of the amount unlawfully withheld;
- 21 f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
22 independent and apart from any other civil penalty provided in the Labor Code), for
23 each violation of Labor Code §226(a), in the amount of \$250 for each aggrieved
24 employee per pay period for each violation and \$1,000 for each aggrieved employee
25 per pay period for each subsequent violation;
- 26 g. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and
27 entirely independent and apart from any other penalty provided in the Labor Code),
28 for any aggrieved employee who was discharged or quit, and was not paid all earned

1 wages at termination in accordance with Labor Code §§201, 201.1, 201.5, 202, and
2 205.5, in the amount of a civil penalty of one day of pay, at the same rate, for each day
3 that he or she was paid late, until payment was/is made, up to a maximum of thirty
4 (30) days;

- 5 h. As applicable, civil penalties under Labor Code § 1775 (in addition to and entirely
6 independent and apart from any other penalty provided in the Labor Code), in an
7 amount of not more than \$200 but not less than \$40 for each calendar day, or portion
8 thereof, for each worker paid less than the prevailing wage rates under California law;
9 i. As applicable, any and all additional applicable civil penalties and sums as provided
10 by the Labor Code and/or other relevant statutes.

11 160. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
12 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
13 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
14 to the aggrieved employees.

15 161. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
16 recovery of pre-judgment interest on all amounts recovered herein.

17 162. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to
18 Labor Code §§2699(g)(1) and any other applicable statute.

19
20 **TWELFTH CAUSE OF ACTION**
21 **FOR UNFAIR COMPETITION**
22 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
23 **AGAINST ALL DEFENDANTS**

24 163. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
25 though set forth in full herein.

26 164. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include
27 any unlawful, unfair or fraudulent business act..."
28

1 165. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
2 penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties
3 available under all other laws of this state.”

4 166. B&PC §17204 provides that an action for relief from unfair competition may be
5 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
6 such unfair competition.

7 167. Defendants’ have engaged in unlawful, unfair and fraudulent business acts or practices
8 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the
9 complaint, thereby depriving the members of the 17200 Class of the minimum working standards and
10 conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described
11 herein.

12 168. Defendants have engaged in unfair business practices in California by practicing,
13 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
14 requiring employees to perform the labor services complained of herein without the requisite
15 compensation.

16 169. Defendants’ use of such practices constitutes an unfair business practice, unfair
17 competition and provides an unfair advantage over Defendants’ competitors.

18 170. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
19 unfair competition.

20 171. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
21 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
22 practices complained of herein.

23 172. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
24 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

25 173. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
26 prohibiting Defendants from engaging in the foregoing conduct.

27 174. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
28 relief sought from Defendants.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray:

3 1. That the Court issue an Order certifying the Classes herein, appointing the named
4 Plaintiffs as representatives of all others similarly situated, and appointing the law firm(s) representing
5 the named Plaintiffs as counsel for the members of the Classes;

6 As to the First Cause of Action for Failure to All Wages Owed:

7 2. For recovery of the unpaid balance of the full amount of the unpaid wages due and owing,
8 according to proof;

9 3. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
10 Civil Code §3287;

11 4. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
12 Labor Code §1194(a);

13 As to the Second Cause of Action for Failure to Minimum Wages Owed:

14 5. For recovery of the unpaid balance of the full amount of the underpaid minimum wages
15 due and owing, according to proof;

16 6. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
17 Civil Code §3287;

18 7. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
19 Labor Code §1194(a);

20 As to the Third Cause of Action for Failure to Pay Prevailing Wages Owed:

21 8. For recovery of the unpaid balance of the full amount of underpaid prevailing wages due
22 and owing, according to proof;

23 9. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
24 Civil Code §3287;

25 10. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
26 Labor Code §1194(a);

27 As to the Fourth Cause of Action for Failure to Pay Overtime Wages:

1 11. For recovery of the unpaid balance of the full amount of the overtime wages due and
2 owing, according to proof;

3 12. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
4 Civil Code §3287;

5 13. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
6 Labor Code §1194(a);

7 As to the Fifth Cause of Action for Failure to Authorize and Permit Meal Periods:

8 14. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
9 Meal Period Class for each workday that a paid rest period was not provided;

10 15. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

11 As to the Sixth Cause of Action for Failure to Authorize and Permit Rest Periods:

12 16. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
13 Rest Period Class for each workday that a paid rest period was not provided;

14 17. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

15 As to the Seventh Cause of Action for Violations of Labor Code §204:

16 18. For recovery pursuant to Labor Code §§204 and/or 210;

17 As to the Eighth Cause of Action for Failure to Indemnify for Necessary Expenditures

18 19. For recovery pursuant to Labor Code Labor Code §§450(a) and 2502(a),

19 As to the Ninth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

20 20. For recovery as authorized by Labor Code §226(e) and 226.3;

21 21. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)
22 and/or §226(g);

23 As to the Tenth Cause of Action for Violations of Labor Code §203:

24 22. For recovery as authorized by Labor Code §203;

25 As to the Eleventh Cause of Action for Penalties Pursuant to Labor Code §2699:

26 23. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely
27 independent and apart from other penalties in the Labor Code and for Labor Code violations without a
28

specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

24. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

a. For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employees was underpaid;

25. For civil penalties under Labor Code §1197.1, in addition to and entirely independent and apart from any other penalty provided in the Labor Code, for each violation of Labor Code §1197, in the amount of \$100 for each aggrieved employee per pay period for each violation and \$250 for each aggrieved employee per pay period for each subsequent violation;

26. For civil penalties under Labor Code §210, in addition to and entirely independent and apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

27. For civil penalties under Labor Code §225.5, in addition to and entirely independent and apart from any other penalty provided in the Labor Code, for each violation of Labor Code §221, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

28. For civil penalties under Labor Code §226.3, in addition to and entirely independent and apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

29. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely independent and apart from any other penalty provided in the Labor Code, in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

1 30. For civil penalties under Labor Code §1775, in addition to and entirely independent and
2 apart from any other penalty provided in the Labor Code, in an amount of not more than \$200 but not
3 less than \$40 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage
4 rates under California law;

5 31. In addition, Plaintiffs seek and are entitled to seventy-five (75%) of all penalties obtained
6 under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about
7 their rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved
8 employees.

9 32. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6,
10 Labor Code §1194(a), and/or Civil Code §3287;

11 33. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and
12 any other applicable statute; and

13 34. For such relief as this Court may deem just and proper, including reasonable attorneys'
14 fees and costs incurred;

15 As to the Twelfth Cause of Action for Unfair Business Practices:

16 35. For an accounting, under administration of Plaintiffs and/or the receiver and subject to
17 Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to
18 members of the Classes who are owed monies by Defendants;

19 36. For an Order requiring Defendants to identify each of the members of the Classes by name,
20 home address, home telephone number and, if available, email address;

21 37. For an Order requiring Defendants to make full restitution and payment pursuant to
22 California law;

23 38. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
24 engaging in the acts complained of herein;

25 39. For all other appropriate injunctive, declaratory and equitable relief;

26 40. For interest to the extent permitted by law;

1 41. For an award of attorneys' fees and costs incurred in the investigation, filing and
2 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code §1194 and/or
3 any other applicable provision of law;

4 As to All Causes of Action:

5 42. For such relief as this Court may deem just and proper, including reasonable attorneys'
6 fees and costs incurred.

8 DATED: August 4, 2022

GUERRA & CASILLAS LLP

11 By: 
12 Ruben Guerra, Esq.
13 Tizoc Perez-Casillas, Esq.
14 Attorneys for Plaintiff MIGUEL MIRELES-
15 ANDRADE, on behalf of himself and all
16 others similarly situated

17 **JURY TRIAL DEMANDED**

18 Plaintiff demands trial of all issues by jury.

19 DATED: August 4, 2022

GUERRA & CASILLAS LLP

21 By: 
22 Ruben Guerra, Esq.
23 Tizoc Perez-Casillas, Esq.
24 Attorneys for Plaintiff MIGUEL MIRELES-
25 ANDRADE, on behalf of himself and all
26 others similarly situated