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July 6, 2022
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER
CLERK OF THE COURT
By: Ashley Stemen, Deputy

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Attorney for Plaintiff,
DAVID BALLANTINE

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER

DAVID BALLANTINE, an individual,

Plaintiff,

vs.

DAR-KIM INC., a California corporation,
ERNIE FRIESEN, an individual, DARREL
FRIESEN, an individual and DOES 1 through 20
inclusive,

Defendants.

Case No. CVCS22-0001176

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Timely Pay Wages in Violation of Labor Code § 204;
3. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
4. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;
5. Unfair Competition in Violation of Labor Code §§ 17200, et seq.

Jury Trial Demanded

1. Plaintiff DAVID BALLANTINE is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. Plaintiff DAVID BALLANTINE was at all times relevant hereto a resident of

1 Olivehurst, California.

2 3. At all relevant times herein, Defendant DAR-KIM INC. was a Corporation with its
3 principal place of business in Yuba City, California.

4 4. Defendant ERNIE FRIESEN was at all times relevant herein the principal of DAR-
5 KIM INC.

6 5. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
7 unity of interest and ownership between DAR-KIM INC., ERNIE FRIESEN and DOES 1-20 that the
8 individuality and separateness of defendants have ceased to exist.

9 6. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
10 of purported corporate existence, DAR-KIM INC., ERNIE FRIESEN and DOES 1-20 are, in reality,
11 one and the same.

12 7. DAR-KIM INC., ERNIE FRIESEN and DOES 1-20 do not comply with all requisite
13 corporate formalities to maintain a legal and separate existence.

14 8. The business affairs of DAR-KIM INC., ERNIE FRIESEN and DOES 1-20 are, and at
15 all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and
16 the same are in inextricable confusion. DAR-KIM INC. is, and at all times relevant hereto was, used
17 by DOES 1-20 and ERNIE FRIESEN as a mere shell and conduit for the conduct of certain of
18 Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The recognition of the separate
19 existence of DAR-KIM INC. would not promote justice, in that it would permit Defendants to insulate
20 themselves from liability to Plaintiff for violations of state law. The corporate existence of DAR-KIM
21 INC. and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard
22 is necessary to avoid fraud and injustice to Plaintiff herein.

23 9. Accordingly, DAR-KIM INC., ERNIE FRIESEN and DOES 1-20 are the alter egos of
24 one another, and the fiction of their separate corporate existence must be disregarded.

25 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
26 thereon alleges that DAR-KIM INC., ERNIE FRIESEN and DOES 1-20 are joint employers by virtue
27 of a joint enterprise, and that the employees and agents of DAR-KIM INC. were also employees of
28 ERNIE FRIESEN and DOES 1-20. DAR-KIM INC. employees performed services for each and every

1 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of
2 them as employees, either directly or indirectly, and the manner in which Defendants' business was
3 and is conducted.

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

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

17 13. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
18 including those defendants named as DOES 1-20 acted in concert with one another to commit the
19 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
20 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
21 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
22 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
23 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
24 intended to cause and actually causing Plaintiff's harm.

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

28 15.

FACTUAL ALLEGATIONS

16. In September 2021, Mr. Ballantine was hired by Paul Davis, the Dar-Kim Service Manager at the time. During the interview process, Mr. Davis told Mr. Ballantine to bring his own tools, including a drill and an impact device.

17. Mr. Ballantine's job duties included repair and maintenance of the company fleet of RVs. Mr. Ballantine's hourly wage was \$18 per hour the entire time he was employed with Defendants.

18. The Dar-Kim shop does have a tool room, which contains some wrenches, a chisel, an old craftsman battery-operated drill, and some specialty tools. However, these tools were insufficient to perform the service work required by Defendants. All technicians who worked for Defendants were required to, and did in fact supply their own tools.

19. Dar-Kim Inc. has two locations: a sales lot at 1337 Colusa Hwy, Yuba City, CA 95993, and a parts and service lot at 3300 Colusa Hwy, Yuba City, CA 95993 – the location where Mr. Ballantine worked. At the parts and service lot, there were usually about six service technicians working at any given time.

20. On approximately February 24, 2022, Mr. Ballantine told Dar-Kim manager Lawrence "Larry" Bray that California law requires that the company pay him double minimum wage if the company does not provide the tools necessary for the work, and the employee must then provide his own tools. "I know," Mr. Bray said. "What are you wanting?" Mr. Ballantine replied that he would either need the tools, or \$30 per hour (double minimum wage). Mr. Bray said he would need until the next week in order to review all of the technicians' pay rates, and to look further into the law. With this information, Mr. Bray said he would be in a better position to negotiate the technicians' pay when he spoke to Defendants Ernie Friesen and Darrel Friesen about the situation.

21. On February 28, 2022, Mr. Ballantine brought his tools home at the end of his workday, in the expectation that Defendants would supply the necessary tools the following week. But they did not.

22. On March 1, 2022, Mr. Ballantine went to Mr. Bray's office and asked Mr. Bray what he should do for the day, because he didn't have his tools with him. "I'm not sure," Mr. Bray replied.

1 To stay busy, Mr. Ballantine swept the floor. Later in the day, Mr. Ballantine made a list of tools that
2 he needed to do his job, and he gave it to Mr. Bray. Later in the day, Darrel Friesen went to Home
3 Depot and purchased a multimeter, but no other tools (despite that the list of tools Mr. Ballantine had
4 drawn up included 20-30 different items). Mr. Bray brought the multimeter to Mr. Ballantine and said,
5 “Here’s your multimeter.” (Mr. Ballantine needed a multimeter finish a particular project he was
6 working on that day.) Mr. Ballantine then went to Darrel Friesen to ask for a screwdriver so that he
7 could put batteries in the multimeter. However, Mr. Friesen was occupied on a phone call. Mr.
8 Ballantine waited outside his office for about 10 minutes. Then Ernie Friesen approached Mr.
9 Ballantine asked what he needed. Mr. Ballantine said he needed a screwdriver. Ernie Friesen replied,
10 “Well don't you have one?” Mr. Ballantine said he didn’t have one available because he had taken his
11 tools home the week before. Ernie Friesen asked Mr. Ballantine why he had taken his tools home. Mr.
12 Ballantine told him that because he is required to supply his own tools, he had asked for a pay increase.
13 Mr. Ballantine stated that California law requires that an employee must be paid at least double
14 minimum wage if the employee supplies his own tools. Ernie Friesen asked Mr. Ballantine to step into
15 his office.

16 23. “You don't know the law,” Mr. Friesen said, noting that he “has run into this multiple
17 times over the years,” and that he is not required to pay double minimum wage or provide tools. Mr.
18 Friesen added that the law only applies to “certified technicians” (although IWC Wage Order 4-2001,
19 9 (B) has no provision regarding “certified technicians.”) Mr. Ballantine told Mr. Friesen that his co-
20 workers, “Donnie” and “Chris” are both certified technicians, but they do not get paid double
21 minimum wage – or anywhere close to it. Mr. Friesen then began discussing Mr. Ballantine’s work
22 performance and efficiency – or alleged lack thereof. Mr. Friesen reached in a cabinet and took out
23 Mr. Ballantine’s personnel file, which included Mr. Ballantine’s performance numbers. Mr. Ballantine
24 then made the case for why his performance merited a pay raise. The subject then changed back to the
25 company either paying double minimum wage or providing tools. Mr. Friesen said that he was going
26 to get together with Darrel Friesen and Larry Bray to discuss further actions.

27 24. Later in the day, Ernie Friesen held a staff meeting in which he stated that the company
28 does not have to provide tools or pay double minimum wage to non-certified technicians. Mr. Friesen

1 then went on to discuss ways that the technicians could get better percentages of billed hours to get
2 more bonuses.

3 25. After the meeting, Mr. Ballantine asked Mr. Bray what the company was planning on
4 doing about tools and/or paying double minimum wage. Mr. Bray asked Mr. Ballantine if he would
5 bring his own tools in exchange for a two dollar raise. Mr. Ballantine said he could not accept the \$2
6 raise, because that would only bring his wage to \$20 per hour, far short of the double minimum wage,
7 according to statute. Mr. Ballantine therefore asked that the company provide the tools necessary for
8 the job. Mr. Ballantine and Mr. Bray then went into Ernie Friesen’s office. Mr. Ballantine said that it
9 was nice that the company was offering something to compensate him, but it still was not enough to
10 cover the cost of his tools. Mr. Ballantine said he would stay at his currently hourly rate if the company
11 would provide the necessary tools – not only for himself, but “all of the staff who were not being paid
12 correctly.” Mr. Friesen resolved, “Then we will buy tools.”

13 26. On March 2, 2022, Mr. Ballantine went into work in the morning and asked Mr. Bray
14 for his assignment for the day. Because the company had not yet purchased any tools, Mr. Bray
15 assigned Mr. Ballantine to sweep and organize. Later in the morning, Mr. Ballantine noticed new tools
16 in the work area. The tools that the company had bought consisted of a small red hand-held toolbox,
17 as well as a Pittsburg 301 piece tool set (socket set, screw drivers, pliers, adjustable wrench, Allen
18 wrenches) and a Bower brand cordless drill. These tools were about one third of what were required
19 to perform the job at Dar-Kim. Many of these tools Mr. Ballantine did not need for his work. Mr.
20 Ballantine told Mr. Bray that these tools were not enough to do the job. Mr. Bray said he would talk
21 to the Friesen.

22 27. Mr. Ballantine then spoke to Ernie Friesen, and told him that the tools he had provided
23 were not enough for him to do his job, and not enough for the rest of the shop. Mr. Ballantine added
24 that some of the tools he didn’t need. Mr. Friesen said, “Whatever tools you have is all you’re going
25 to get.” Mr. Ballantine said California law requires an employer to either pay double minimum wage
26 or provide every tool that is necessary for the job. Mr. Friesen said that that “wasn't the law” and “you
27 don’t know what you are talking about” because the law “only applies to certified technicians.” Mr.
28 Ballantine again told him that two Dar-Kim technicians were certified but aren’t paid double minimum

1 wage. Mr. Friesen said “that is none of your business.” Mr. Ballantine replied, “that is kind of my
2 business because it affects us all.” Mr. Ballantine said he didn’t want to argue about it. “You can either
3 pay me what the law says you have to, and I’ll provide my tools; or provide the tools; or terminate
4 me.” Mr. Friesen then said, “Alright then you’re terminated.”

5 28. All technicians and mechanics employed by Defendants are required to supply their
6 own tools to perform their job duties because Respondents fail to supply them with sufficient tools.

7 29. At no time since aggrieved employees’ separation of employment were outstanding
8 sums for unreimbursed business expenses ever paid to them. Further, Defendants knew or should have
9 known that they owed these outstanding sums to employees and intentionally failed and refused to pay
10 these sums immediately upon their termination or within 72 hours of their resignation of employment
11 and continue to refuse to do so.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

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

15 **(AGAINST ALL DEFENDANTS)**

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

18 31. An employer shall indemnify his or her employee for all necessary expenditures or
19 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
20 or her obedience to the directions of the employer.

21 32. At all times during Plaintiff’s employment, he has been required by Defendants to
22 purchase tools, and in fact did purchase tools in order to perform his duties.

23 33. At all times during Plaintiff’s employment, Defendants failed to pay Plaintiff less than
24 twice the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS. §
25 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

26 34. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
27 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
28 indemnify Plaintiff for the reasonable expenses he incurred in the course of performing his duties.

36. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by him enforcing the rights granted by Labor Code § 2802.

FAILURE TO TIMELY PAY WAGES

IN VIOLATION OF LABOR CODE § 204

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

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

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

40. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff by the seventh calendar day following the close of the payroll period. Indeed, as discussed above, Plaintiff is owed wages for unreimbursed business expenses. At no time during his employment were these outstanding sums ever paid to him. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid all wages earned by the seventh calendar day

1 following the close of his pay periods.

2 41. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
3 is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

4 **THIRD CAUSE OF ACTION**

5 **WILLFUL FAILURE TO PAY WAGES**

6 **IN VIOLATION OF LABOR CODE §§ 201-203**

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

9 43. "If an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately." Lab. Code § 201.

11 44. "If an employee not having a written contract for a definite period quits his or her
12 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
13 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
14 employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

15 45. "If an employer willfully fails to pay any wages of an employee who is discharged or
16 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
17 rate until paid or until an action therefor is commenced." Lab. Code § 203.

18 46. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

19 47. At no time since Plaintiff's separation of employment did Defendants pay him wait-
20 time penalties as required by Labor Code § 203.

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

24 **FOURTH CAUSE OF ACTION**

25 **CIVIL PENALTIES IN VIOLATION OF**

26 **LABOR CODE § 2699, ET SEQ.**

27 **(AGAINST ALL DEFENDANTS)**

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

1 though fully set forth herein.

2 50. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
3 action against Defendants, on behalf of himself and other current or former employees, seeking civil
4 penalties for defendants’ violations of the California Labor Code.

5 51. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
6 by virtue of the numerous Labor Code violations he was subjected to as pled herein.

7 52. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
8 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
9 for necessary business expenditures in violation of Labor Code § 2802, failure to timely pay wages in
10 violation of Labor Code § 204 and willful failure to pay wages in violation of Labor Code § 201-203.

11 53. On April 21, 2022, Plaintiff provided written notice by online filing with the Labor and
12 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
13 Labor Code alleged to have been violated, including the facts and theories to support the alleged
14 violation, as required by Labor Code § 2699.3 (a) (1) (A).

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

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

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

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

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

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

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

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

61. Defendants’ failure to obey the wage and hour laws plead herein, including violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, *et seq.*

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

63. Pursuant to California Business & Professions Code sections 17200 *et seq.* Plaintiff is 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 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 prays for relief and judgment against Defendants as follows:

- 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in excess

1 of \$25,000, exclusive of interest and costs.

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

3 **(Unreimbursed Business Expenses)**

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

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

8 4. For interest at the same rate as judgments in civil actions, accruing from the date on
9 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
10 2802;

11 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
12 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

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

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

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

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

19 8. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
20 withheld from Plaintiff and class members;

21 9. For all actual, consequential, and incidental losses and damages, according to proof;

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

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

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

As to the Third Cause of Action

(Willful Failure to Pay Wages)

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

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

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

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

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

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

As to the Fourth Cause of Action

(Civil Penalties under the PAGA)

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

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

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

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

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

As to the Fifth Cause of Action

(Unfair Competition)

24. That 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.;

25. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

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

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

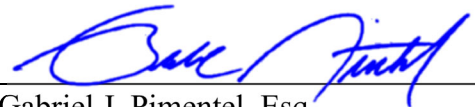
28. For such other and further relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues.

PIMENTEL LAW, P.C.

Dated: July 6, 2022

By: 

Gabriel J. Pimentel, Esq.
Attorney for Plaintiff