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JOSE CAMPOS  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

10 JOSE CAMPOS, an individual,

11 Plaintiff,

12 v.

13 INTERIOR REMOVAL SPECIALIST, INC., a  
14 California corporation; and DOES 1 through 20,  
inclusive,

15 Defendants.  
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Case No. **22STCV17992**

**COMPLAINT FOR DAMAGES FOR:**

1. **RETALIATION (LAB. CODE §98.6);**
2. **RETALIATION (LAB. CODE §§1102.5, 1102.6, 6310);**
3. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
4. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 226.7, 510, 1194, 1197);**
5. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
6. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
7. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
8. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, 226.3, 1174 ET SEQ.);**
9. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
10. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §§2699, ET. SEQ.); AND**

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**11. UNFAIR COMPETITION (BUS. & PROF.  
CODE §17200 ET SEQ.).**

**DEMAND OVER \$25,000**

**[DEMAND FOR JURY TRIAL]**

**COMES NOW PLAINTIFF, JOSE CAMPOS,** and for causes of action against the Defendants and each of them, alleges as follows:

**JURISDICTION**

1. This Court is the proper court, and this action is properly filed in Los Angeles County because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

**THE PARTIES**

2. Plaintiff, JOSE CAMPOS, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant INTERIOR REMOVAL SPECIALIST, INC. (hereinafter referred to as "IRS" or "EMPLOYERS") was and is a California corporation doing business at 8990 Atlantic Avenue, South Gate, CA 90280 in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, IRS owned and operated a business engaged in high-quality demolition services.

5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare

1 Commission Order No. 16-2001, and are each an “employer or other person acting on behalf of an  
2 employer” as such term is used in Labor Code sections 558, 558.1, and 1197.1, and liable to Plaintiff on  
3 that basis.

4 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
5 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and  
6 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this  
7 complaint to insert the true names and capacities of said Defendants when the same 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 is therefore liable to Plaintiff  
10 as alleged hereinafter.

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

18 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and  
19 each of them, including those defendants named as DOES 1-20, acted in concert with one another to  
20 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one  
21 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to  
22 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges,  
23 that Defendants, and each of them, including those defendants named as DOES 1-20, and each of them,  
24 formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful  
25 acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,  
26 intended to cause and actually causing Plaintiff harm.

1           10.     Whenever and wherever reference is made in this complaint to any act or failure to act  
2 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts  
3 and/or failures to act by each Defendant acting individually, jointly and severally.  
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5                           **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

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

9           12.     Plaintiff is informed and believes, and based thereon alleges, that despite the formation  
10 of purported corporate existence, EMPLOYERS and DOES 1-20 are, in reality, one and the same,  
11 including, but not limited to because:

12                   a.     EMPLOYERS are completely dominated and controlled by one another and  
13 DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint,  
14 and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or  
15 accomplish some other wrongful or inequitable purpose.

16                   b.     EMPLOYERS and DOES 1-20 derive actual and significant monetary benefits  
17 by and through one another's unlawful conduct, and by using one another as the funding source for  
18 their own personal expenditures.

19                   c.     EMPLOYERS and DOES 1-20, while really one and the same, were segregated  
20 to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute,  
21 or accomplishing some other wrongful or inequitable purpose.

22                   d.     EMPLOYERS do not comply with all requisite corporate formalities to maintain  
23 a legal and separate corporate existence.

24                   e.     The business affairs of EMPLOYERS and DOES 1-20 are, and at all times  
25 relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same  
26 are in inextricable confusion. EMPLOYERS are, and at all times relevant hereto were, used by one  
27 another and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs,  
28 and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate

1 existence of Defendants would not promote justice, in that it would permit Defendants to insulate  
2 themselves from liability to Plaintiff for violations of the Government Code and other statutory  
3 violations. The corporate existence of EMPLOYERS and DOES 1-20 should be disregarded in equity  
4 and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff  
5 herein.

6 13. Accordingly, EMPLOYERS constitute the alter ego of one another and DOES 1-20, and  
7 the fiction of their separate corporate existence must be disregarded.

8 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
9 thereon alleges that EMPLOYERS and DOES 1-20 are Plaintiff's joint employers by virtue of a joint  
10 enterprise, and that Plaintiff was an employee of EMPLOYERS and DOES 1-20. Plaintiff performed  
11 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all  
12 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in  
13 which Defendants' business was and is conducted.

14 15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and  
15 between DOES 1-20, EMPLOYERS, or any of them, (1) there is an express or implied agreement of  
16 assumption pursuant to which EMPLOYERS and/or DOES 1-20 agreed to be liable for the debts of the  
17 other Defendants, (2) the transaction between EMPLOYERS and/or DOES 1-20 and the other  
18 Defendants amounts to a consolidation or merger of the two corporations, (3) EMPLOYERS and/or  
19 DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to  
20 EMPLOYERS and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants'  
21 debts. Accordingly, EMPLOYERS and/or DOES 1-20 are the successors of one or more of the other  
22 Defendants, and are liable on that basis.

### 23 24 **FACTUAL ALLEGATIONS**

25 16. On or about November 17, 2017, EMPLOYERS hired Plaintiff to work as a general  
26 laborer. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties  
27 satisfactorily before Plaintiff was wrongfully terminated on or about January 27, 2022.

1           17.     In Plaintiff's role as a general laborer, he was not required to clock in and out of work at  
2 the beginning and end of his shift, and on information and belief, EMPLOYERS did not keep track of  
3 employees' work time.

4           18.     On or about August 28, 2018, Plaintiff quit his employment with EMPLOYERS.

5           19.     On or about September 4, 2019, EMPLOYERS rehired Plaintiff as a driver and general  
6 laborer.

7           20.     In Plaintiff's new role as a driver, he was required to clock in and out of work at the  
8 beginning and end of this shift.

9           21.     In or around April 2021, EMPLOYERS changed Plaintiff's status from that of a driver  
10 and general laborer to that of simply a general laborer.

11           22.     Similar to his previous stint, Plaintiff did not clock in and out of work in his position as a  
12 general laborer. Not long after, Plaintiff noticed that his wage statements did not reflect all the hours he  
13 worked.

14           23.     Throughout Plaintiff's employment Plaintiff was required to work seven (7) consecutive  
15 days a week without rest, and if Plaintiff wanted a day off, he had to request it as it was never  
16 preemptively scheduled.

17           24.     Each time Plaintiff requested time off, EMPLOYERS treated Plaintiff with contempt,  
18 and Plaintiff's requests for days off were often denied by EMPLOYERS.

19           25.     Plaintiff noticed that EMPLOYERS retaliatorily reduced his hours whenever he returned  
20 to work after taking time off.

21           26.     Between January 9, 2022, and January 22, 2022, Plaintiff worked one hundred and  
22 eleven (111) hours but was only compensated for ninety-four (94) hours of labor. Plaintiff tracked his  
23 hours manually because he was concerned that all of his hours were not being reflected in his wage  
24 statement now that he was no longer clocking in and clocking out in his position as a general laborer.

25           27.     On or about January 22, 2022, Plaintiff's father, CARLOS JUAREZ (hereinafter  
26 referred to as "JUAREZ"), who is also employed by EMPLOYERS, complained to Human Resource  
27 Manager MARIA VASQUEZ (hereinafter referred to as "VASQUEZ") that Plaintiff and JUAREZ's  
28 hours were not accurately reflected on their wage statements.

1           28.     JUAREZ had also been tracking his hours manually as he was concerned that all of his  
2 hours were not being reflected in his wage statement.

3           29.     In response, VASQUEZ threatened JUAREZ with numerous disciplinary actions  
4 ranging from a reduction in hours to cutting his wages. JUAREZ, intimidated by VASQUEZ's threats,  
5 and fearing that he may be terminated, felt he could do nothing but retreat from the situation and  
6 withdraw his complaint.

7           30.     On or about January 25, 2022, Plaintiff complained directly to both his co-workers and  
8 his safety supervisor JAVIER DOE (hereinafter "JAVIER") that he was required to work seven (7)  
9 days a week, every single week of the year, without rest.

10          31.     Despite Plaintiff's complaints, he was ignored and no action was taken by  
11 EMPLOYERS to alleviate Plaintiff from working seven consecutive days without a day of rest.

12          32.     On or about January 26, 2022, Plaintiff and co-worker MARK ANTHONY (hereinafter  
13 referred to as "ANTHONY") took a staged photo together, while in the workplace bathroom. This  
14 photo was uploaded by ANTHONY onto his personal Instagram over Plaintiff's protest. ANTHONY  
15 included a caption on the photo on his Instagram story which read "work got us like this" next to a  
16 woozy face emoji.

17          33.     Later that day, Plaintiff received a telephone call from ANTHONY in which he  
18 informed Plaintiff that ANTHONY had been fired for the staged photograph, which someone  
19 forwarded to Human Resources.

20          34.     That same day, Plaintiff was ordered to a meet with Human Resources. VASQUEZ  
21 accused Plaintiff of consuming illegal drugs in the workplace, and VASQUEZ used the staged photo of  
22 Plaintiff and ANTHONY as a reason which she claimed had been forwarded to her by a client of  
23 EMPLOYERS.

24          35.     On information and belief, one of Plaintiff's coworkers and/or supervisors at  
25 EMPLOYERS forwarded the staged photo to Human Resources and not a client because ANTHONY's  
26 Instagram profile is set to private.

27          36.     Plaintiff informed VASQUEZ at this time that he did not consume drugs and that the  
28 photograph was staged. Plaintiff even requested VASQUEZ to test Plaintiff for drugs to determine if he

1 was lying. EMPLOYERS had a policy in place to require their employees to immediately drug test  
2 whenever requested as a condition of their employment in EMPLOYER's company handbook.

3 37. VASQUEZ told Plaintiff that she would not drug test him as "it did not matter."  
4 VASQUEZ essentially ignored Plaintiff as he attempted to explain that the photograph was taken in  
5 jest.

6 38. Thereafter, in a retaliatory fashion for Plaintiff's complaints about working seven  
7 consecutive days without a day or rest and due to JUAREZ complaining on Plaintiff's behalf,  
8 Defendants terminated Plaintiff's employment on or about January 27, 2022.

9 39. Plaintiff's termination was substantially motivated by Plaintiff engaging in protected  
10 activities, and Defendants' retaliatory animus is evidenced by the previously mentioned facts.

#### 11 12 **WAGE & HOUR ALLEGATIONS**

13 40. During Plaintiff's first stint as a general laborer for EMPLOYERS, from November 17,  
14 2017 through December 30, 2017, EMPLOYERS promised to pay Plaintiff \$13.50 per hour; from  
15 December 31, 2017 through July 14, 2018, EMPLOYERS promised to pay Plaintiff \$14.50 per hour;  
16 and, from July 15, 2018 until Plaintiff's resignation, EMPLOYERS promised to pay Plaintiff \$15.50  
17 per hour.

18 41. From November 17, 2017 through August 28, 2018, when Plaintiff was first hired by  
19 EMPLOYERS as a general laborer and was not clocking in and out of work, EMPLOYERS did not  
20 compensate Plaintiff for a total of four (4) to five (5) hours of overtime per week.

21 42. At the time of Plaintiff's re-hiring, from September 4, 2019 through January 11, 2020,  
22 EMPLOYERS promised to pay Plaintiff \$19.00 per hour; from January 12, 2020 through May 2, 2020,  
23 EMPLOYERS promised to pay Plaintiff \$19.50 per hour; and from May 3, 2020 through January 28,  
24 2022, EMPLOYERS promised to pay Plaintiff \$20.50 per hour.

25 43. From April 2021 through January 27, 2022, when Plaintiff was re-hired as a driver and  
26 general laborer, EMPLOYERS did not compensate Plaintiff for a total of four (4) to five (5) hours of  
27 overtime per week.  
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1           44.     Between January 9, 2022, and January 22, 2022, Plaintiff worked one hundred and  
2 eleven (111) hours but was only compensated for ninety-four (94) hours of labor.

3           45.     EMPLOYERS failure to pay any wages for Plaintiff's time spent working is a direct  
4 violation of Labor Code §§ 1194, 1197, and 510.

5           46.     Throughout Plaintiff's employment, EMPLOYERS violated Labor Code § 221 by  
6 collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by  
7 EMPLOYERS to said employees.

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

13          48.     Throughout Plaintiff's employment Plaintiff was required to work seven (7) consecutive  
14 days a week without rest, which is in violation of Labor Code §§ 551 and 552.

15          49.     Plaintiff was not paid the requisite overtime pay for working on the seventh day.

16          50.     Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of  
17 Plaintiffs' right to take one or more of their statutory 10-minute rest breaks for every four hours worked  
18 or major fraction thereof, and Plaintiff tended to work eight (8) hours days at a minimum, meaning he  
19 was entitled to a second 10-minute rest break on days he worked more than eight (8) hours, but  
20 Defendants did not provide nor advise Plaintiff of one or more of his required rest breaks.

21          51.     Throughout Plaintiff's employment, Plaintiff was not provided a second 30-minute meal  
22 period on each day Plaintiff worked ten (10) or more hours, which was at least two (2) days per week.

23          52.     Throughout Plaintiffs' employment, Plaintiffs were not provided with paystubs that  
24 complied with Labor Code §226, as Defendants consistently provided incorrect and inaccurate paystubs  
25 that failed to properly itemize, regular, hours worked for said wages, commissions, sick time, tips,  
26 among other inaccurate information.

27          53.     Plaintiffs are informed and believe, and thereon allege, that they themselves and other  
28 employees were subject to the same violations and, therefore, are aggrieved employees within the

1 meaning of California Labor Code §2699. Thus, Plaintiffs, as an aggrieved employees, brings an action  
2 against Defendants, on behalf of themselves and other current and former employees.

3 54. *Additionally, pursuant to Huff v. Securitas Security Services USA, Inc.* (2018) 23  
4 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on  
5 behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

### 6 7 **GENERAL ALLEGATIONS**

8 55. Defendants’ conduct described herein was undertaken, authorized, and/or ratified  
9 Defendants’ officers, directors and/or managing agents, including, but not limited to those identified  
10 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect  
11 and/or create policy for Defendants. The aforementioned conduct of said managing agents and  
12 individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of  
13 the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and  
14 approved by managing agents whose precise identities are unknown to Plaintiff at this time and are  
15 therefore identified and designated herein as DOES 1 through 20, inclusive.

16 56. As a result of Defendants’ actions, Plaintiff has suffered and will continue to suffer  
17 general and special damages, including severe and profound pain and emotional distress, anxiety,  
18 depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for  
19 psychological counseling and treatment, and past and future lost wages and benefits.

20 57. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,  
21 commissions, benefits and loss or diminution of earning capacity.

22 58. Plaintiff claims general damages for emotional and mental distress and aggravation in a  
23 sum in excess of the jurisdictional minimum of this Court.

24 59. Because the acts taken toward Plaintiff were carried out by officers, directors and/or  
25 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious  
26 disregard of Plaintiff’s rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive  
27 damages be levied against Defendants and each of them, in sums in excess of the jurisdictional  
28 minimum of this Court.

1  
2 **FIRST CAUSE OF ACTION**

3 **RETALIATION**

4 **LABOR CODE §98.6**

5 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

6 60. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
7 though set forth in full herein.

8 61. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against  
9 an employee for political activities; for complaining that he or she is owed unpaid wages, for  
10 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,  
11 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's  
12 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for  
13 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private  
14 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code.  
15 Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or  
16 retaliating against an employee who, among other things, has exercised her or her rights under that  
17 Chapter, including the right to take rest breaks, and/or made a written or oral complaint that he or she is  
18 owed unpaid wages. An employee who has been discharged or retaliated against in violation of Labor  
19 Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding  
20 ten thousand dollars (\$10,000.00) for each violation of that section.

21 62. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff was  
22 terminated from Plaintiff's employment with Defendants as a result of Plaintiff's complaints about  
23 always having to work seven (7) days in a row without rest and for JUAREZ's complaint that Plaintiff  
24 was owed wages.

25 63. Defendants' conduct described herein was undertaken, authorized, and/or ratified by  
26 Defendants, and Defendants' officers and/or managing agents, including those identified herein as  
27 DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy  
28 for Defendants. The aforementioned conduct of said managing agents and individuals was therefore

1 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and  
2 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by  
3 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore  
4 identified and designated herein as DOES 1-20, inclusive.

5 64. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated  
6 by reference.

7 65. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed  
8 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

9 66. Because the acts taken toward Plaintiff were carried out by managerial employees acting  
10 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights  
11 and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against  
12 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

13  
14 **SECOND CAUSE OF ACTION**

15 **FOR RETALIATION**

16 **IN VIOLATION OF LABOR CODE §§ 1102.5, 1102.6 6310**

17 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

18 67. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive,  
19 as though set forth in full herein .

20 68. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was  
21 binding on Defendants. This law prohibits an employer, or any person acting on behalf of the  
22 employer, from discharging an employee or in any manner discriminating or retaliating against, or  
23 taking any adverse action against, an employee because, among other things, the employee disclosed  
24 information to a government or law enforcement agency, or to a person with authority over the  
25 employee or another employee who has the authority to investigate, discover, or correct the violation  
26 or noncompliance, if the employee has reasonable cause to believe that the information discloses a  
27 violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule  
28 or regulation, regardless of whether disclosing the information is part of the employee's job duties.

1 Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or  
2 limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for  
3 each violation of this section.

4 69. At all relevant times, Labor Code section 6310 was in full force and effect and was  
5 binding on Defendants. Labor Code section 6310 prohibits discrimination, including discharge or a  
6 threat of the same, demotion, suspension or other adverse action because an employee made an oral or  
7 written complaint to their employer with reference to employee health or safety. Any employee who is  
8 discriminated against shall be entitled to reinstatement and reimbursement for lost wages and work  
9 benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or  
10 otherwise restore an employee or former employee who has been determined to be eligible for rehiring  
11 or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a  
12 misdemeanor.

13 70. Defendants subjected Plaintiff to the adverse employment action, including without  
14 limitation, termination because Plaintiff reported the suspected violations of California Law and the  
15 Labor Code to Plaintiff's supervisors, including that Plaintiff was forced to work seven (7) days in a  
16 row without rest and for JUAREZ's complaint that Plaintiff was owed wages.

17 71. Plaintiff was terminated from his employment with Defendants as a result of his  
18 exercise of his rights under Labor Code section §§98.6, 1102.5, 6310. Defendants' retaliatory animus  
19 is evidenced by, among other things, the following facts: (1) Plaintiff's termination occurred  
20 following Plaintiff making complaints about conduct he believed was unlawful, (2) there were no  
21 performance issues or any other legitimate reason for Plaintiff's termination as the photograph was  
22 staged and Plaintiff could have been drug tested to determine if he was even under the influence of  
23 illicit drugs on the date in question; and (3) Plaintiff was terminated only days after Plaintiff's  
24 complaints and engagement in protected activity.

25 72. Plaintiff's reports of these violations were a motivating and contributing factor for the  
26 adverse employment actions by Defendants against Plaintiff.

27 73. Defendants' conduct described herein was undertaken, authorized, and/or ratified by  
28 Defendants, and Defendants' officers and/or managing agents, including those identified herein as

DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1-20, inclusive.

74. Said conduct violates Labor Code Labor Code §§1102.5, 1102.6, and 6310, and such violations were a proximate cause in Plaintiff's damages as hereinabove stated.

75. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

76. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated by reference.

77. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

**THIRD CAUSE OF ACTION**  
**FOR WRONGFUL TERMINATION**  
**IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**  
**AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

78. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as though set forth in full herein.

79. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force and effect and was binding upon Defendants and each of them. This law prohibits retaliation against employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor

1 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of  
2 individual employees and job applicants who could not otherwise afford to protect themselves from  
3 violations of the Labor Code.

4 80. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full  
5 force and effect and was binding upon Defendants and each of them. This law prohibits retaliation  
6 against employees who disclose reasonable suspicions of illegal activity or conduct by their employer  
7 to a government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the  
8 State's broad public policy interest in encouraging workplace "whistleblowers," who may without  
9 fear of retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of  
10 whether the reporting is made to governmental agencies or to the employer itself, and irrespective of  
11 whether the employee's suspicions are correct that the challenged conduct actually violates some law.  
12 Indeed, the law in California is that an employee's good faith but mistaken belief in the illegality of  
13 his co-workers', supervisor's, and employer's conduct is protected from employer retaliation in the  
14 whistle-blowing context.

15 81. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's  
16 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in  
17 Plaintiff's damages as stated below.

18 82. At all relevant times mentioned in this complaint, Labor Code §§923, 6310, and 6400, et  
19 seq., were in full force and effect and were binding on Defendants.

20 83. Labor Code §6310 declares, in pertinent part, that no person shall discharge, or in any  
21 manner discriminate against an employee, because the employee has made any oral or written  
22 complaint to his employer with reference to employee safety or health. The public policy underlying  
23 Labor Code §6310 is not merely to aid the reporting of actual safety violations; it is to prevent  
24 retaliation against those who in good faith report working conditions they believe to be unsafe.

25 84. Labor Code §§6400, et seq., require that every employer shall furnish employment and a  
26 place of employment that is safe and healthful for employees.

1           85.     When read together, the foregoing statutes establish a fundamental public policy of the  
2 State of California requiring employers to provide a safe and secure workplace, including a requirement  
3 that an employer take reasonable steps to address credible threats of violence in the workplace.

4           86.     Plaintiff believes and thereon alleges that his complaints regarding the safety and health  
5 of the place of employment furnished by Defendants were factors in Defendants' decision to retaliate  
6 against Plaintiff by refusing to investigate Plaintiff's complaints of not receiving a day or rest and for  
7 cutting Plaintiff's hours and pay when he did take a rest day, and by terminating Plaintiff, as alleged  
8 hereinabove.

9           87.     Such discrimination and retaliation against Plaintiff who, in good faith, reported working  
10 conditions he believed to be unsafe and affecting his health were a proximate cause in Plaintiff's  
11 damages as stated below.

12           88.     At all times mentioned in this complaint, it was a fundamental policy of the State of  
13 California that Defendants cannot retaliate against any employee on the basis of engagement in  
14 protected activities.

15           89.     Plaintiff believes and thereon alleges that Plaintiff's engagement in protected  
16 activities, was a factor in Defendants' conduct as alleged hereinabove.

17           90.     Such retaliation, resulting in the wrongful termination of Plaintiff's employment on  
18 the basis of Plaintiff's engagement in protected activity, was a proximate cause in Plaintiff's damages  
19 as stated below.

20           91.     The above said acts of Defendants constitute violations of the Government Code,  
21 Labor Code, and the public policy of the State of California embodied therein as set forth above.  
22 Defendants violated these laws by retaliating against Plaintiff and terminating Plaintiff's employment  
23 in retaliation for exercise of protected rights.

24           92.     At all times mentioned in this complaint, it was a fundamental policy of the State of  
25 California that Defendants cannot retaliate against any employee who engages in protected activity.

26           93.     Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's  
27 complaints, including JUAREZ's complaints on his behalf, were a proximate cause in Plaintiff's  
28 damages as stated below.

1           94. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's  
2 engagement in protected activities under Labor Code §§ 98.6, 1102.5, and/or 6310 was a proximate  
3 cause in Plaintiff's damages as stated below.

4           95. The damage allegations of Paragraphs 55 through 59, inclusive, are herein incorporated  
5 by reference.

6           96. The foregoing conduct of Defendants individually, or by and through their officers,  
7 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or  
8 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the  
9 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of  
10 Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby  
11 entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of  
12 Defendants.

13  
14                                   **FOURTH CAUSE OF ACTION**

15                                   **FOR FAILURE TO PAY WAGES DUE**

16                                   **LABOR CODE §§201, 226.7, 510, 1182.12, 1194, 1194.2, 1197**

17                                   **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

18           97. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
19 though set forth in full herein.

20           98. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and  
21 required by 8 Code of Regulations §11160, as set forth hereinabove. As alleged herein, Defendants  
22 routinely underpaid Plaintiff, failed to pay Plaintiff for hours worked beyond eight in a day or 40 per  
23 week, failed to pay Plaintiff wages for missed rest breaks, and failed to pay Plaintiff for sick time.

24           99. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work  
25 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in  
26 a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,  
27 reasonable attorney's fees, and costs of suit."  
28

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

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

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

13           103. Defendants, as a pattern and practice in uniform administration of corporate policy with  
14 regard to Plaintiff and the other aggrieved employees, required Plaintiff and the other aggrieved  
15 employees to perform labor without compensation. Specifically, Plaintiff and the other aggrieved  
16 employees were made to work through their rest breaks and were not paid for all hours worked.

17           104. As such, Defendants required the Plaintiff and the other aggrieved employees to remain  
18 under Defendants’ control without paying therefore, which resulted in Plaintiff and the other aggrieved  
19 employees earning less than the legally required minimum wage and/or prevailing wage in the State of  
20 California.

21           105. Defendants’ pattern and practice in uniform administration of corporate policy regarding  
22 Defendants’ failure to pay the legal minimum wage to Plaintiff and the other aggrieved employees as  
23 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by  
24 Plaintiff and the other aggrieved employees, in a civil action, for the unpaid balance of the full amount  
25 of the unpaid minimum wages owed, calculated as the difference between the applicable minimum  
26 wage and the straight time compensation, including interest thereon.

27           106. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510,  
28 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

1           107. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and  
2 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to  
3 recover such amounts, plus interest thereon, attorneys' fees and costs.

4           108. Pursuant to Labor Code § 1194.2(a), Plaintiff and the other aggrieved employees seek  
5 recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest thereon.

6           109. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff  
7 and the other aggrieved employees seek recovery of pre-judgment interest on all amounts recovered  
8 herein.

9           110. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), Plaintiff and the other  
10 aggrieved employees request that the Court award reasonable attorneys' fees and costs incurred by  
11 them in this action

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

20  
21                                   **FIFTH CAUSE OF ACTION**

22                                   **FOR FAILURE TO PAY MINIMUM WAGES**

23                                   **LABOR CODE §§1182.12, 1194, 1194.2, 1197**

24                                   **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

25           112. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
26 though set forth in full herein.

27           113. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is  
28 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid

1 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum  
2 wage for every hour worked.

3 114. The historical minimum wage requirements in California are as follows:

| Effective | 26+ employees | 1-25 employees |
|-----------|---------------|----------------|
| 1/1/21    | \$13.00       | \$14.00        |
| 1/1/20    | \$12.00       | \$13.00        |
| 1/1/19    | \$12.00       | \$11.00        |
| 1/1/18    | \$11.00       | \$10.50        |
| 1/1/17    | \$10.50       | \$10.00        |

| Effective | New wage | Old Wage |
|-----------|----------|----------|
| 1/1/16    | \$10.00  | \$9.00   |
| 7/1/14    | \$9.00   | \$8.00   |
| 1/1/08    | \$8.00   | \$7.50   |
| 1/1/07    | \$7.50   | \$6.75   |

12 115. In the four years immediately preceding the filing of this complaint, Defendants failed  
13 and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor  
14 Code §1182.12. During the first stint when EMPLOYERS hired Plaintiff, Plaintiff worked on average  
15 four and a half (4.5) hours of overtime per week for which he was not compensated, in each of the  
16 following ways:

17 a. From June 1, 2018 through July 14, 2018 (6 weeks), Plaintiff worked  
18 approximately 4.5 hours per week without compensation, and should have been paid \$14.50 per hour.  
19 Therefore, Plaintiff is owed \$391.50 calculated at 4.5 unpaid hours per week for 6 weeks, at \$14.50 per  
20 hour; and

21 b. From July 15, 2018 through August 28, 2018 (6 weeks), Plaintiff worked  
22 approximately 4.5 hours per week without compensation, and should have been paid \$15.50 per hour.  
23 Therefore, Plaintiff is owed \$391.50 calculated at 4.5 unpaid hours per week for 6 weeks, at \$15.50  
24 per hour.

25 116. During the second stint when EMPLOYERS re- hired Plaintiff, Plaintiff worked on  
26 average four and a half (4.5) hours of overtime per week for which he was not compensated, in each of  
27 the following ways:

1           a.       From September 4, 2019 through January 11, 2020 (18 weeks), Plaintiff worked  
2 approximately 4.5 hours per week without compensation, and should have been paid \$19.00 per hour.  
3 Therefore, Plaintiff is owed \$1,539.00 calculated at 4.5 unpaid hours per week for 18 weeks, at \$19.00  
4 per hour;

5           b.       From January 12, 2020 through May 2, 2020 (16 weeks), Plaintiff worked  
6 approximately 4.5 hours per week without compensation, and should have been paid \$19.50 per hour.  
7 Therefore, Plaintiff is owed \$1,404.00 calculated at 4.5 unpaid hours per week for 16 weeks, at \$19.50  
8 per hour;

9           c.       From May 3, 2020 through January 8, 2022 (88 weeks), Plaintiff worked  
10 approximately 4.5 hours per week without compensation, and should have been paid \$20.50 per hour.  
11 Therefore, Plaintiff is owed \$8,118.00 calculated at 4.5 unpaid hours per week for 88 weeks, at \$20.50  
12 per hour; and

13           d.       From January 9, 2022 through January 22, 2022, Plaintiff worked approximately  
14 17 hours without compensation, and should have been paid \$20.50 per hour. Therefore, Plaintiff is  
15 owed \$348.50 calculated at 4.5 unpaid hours, at \$20.50 per hour.

16           117.   Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid  
17 minimum wages in the amount of at least \$12,219.50.

18           118.   Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is  
19 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil  
20 action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference  
21 between the straight time compensation paid and applicable minimum wage, including interest thereon.

22           119.   Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable  
23 attorneys' fees and costs incurred by Plaintiff in this action.

24           120.   In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated  
25 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an  
26 additional \$12,219.50, plus interest thereon.

1           121. Pursuant to Labor Code § 1194.2(a), the Plaintiff and the other aggrieved employees  
2 seek recovery of liquidated damages in an amount equal to the wages unlawful unpaid and interest  
3 thereon.

4           122. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, Plaintiff  
5 and the other aggrieved employees seek recovery of pre-judgment interest on all amounts recovered  
6 herein.

7  
8                                   **SIXTH CAUSE OF ACTION**  
9                                   **FOR FAILURE TO PAY OVERTIME COMPENSATION**  
10                                  **LABOR CODE §§510, 1194**  
11                                  **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

12           123. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
13 though set forth in full herein.

14           124. Labor Code §510 requires employers to pay their non-exempt employees one and one-  
15 half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day,  
16 or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess  
17 of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime  
18 compensation for the first eight (8) hours of work done on the seventh consecutive day of work done in  
19 any work week and double-time compensation for any work done beyond the first eight (8) hours on the  
20 seventh consecutive day of work.

21           125. At all relevant times, Defendants required Plaintiff to work more than eight hours per  
22 day and/or more than 40 hours per workweek.

23           126. Plaintiff regularly worked approximately 8 hours each day, 7 days a week, without a day  
24 of rest.

25           127. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime  
26 compensation required by Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare  
27 Commission Order No. 16-2001.

1           128. In the four years last past, Plaintiff worked 4.5 hours of overtime each week, all of which  
2 should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that time. Defendants failed  
3 to pay Plaintiff the requisite overtime wages in each of the following ways in the four years  
4 immediately preceding the filing of this complaint:

5           a. From June 1, 2018 through July 14, 2018, Plaintiff's hourly overtime rate was  
6 \$21.75, and Plaintiff worked 4.5 hours of overtime each week for six (6) weeks, or 27 hours, but did not  
7 receive any wages for these hours at all. Therefore, less the minimum wage portion of \$14.50 per hour  
8 which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$7.25 for each of  
9 those hours, totaling \$195.75;

10           b. From July 15, 2018 through August 28, 2018, Plaintiff's hourly overtime rate  
11 was \$23.25, and Plaintiff worked 4.5 hours of overtime each week for six (6) weeks, or 27 hours, but  
12 did not receive any wages for these hours at all. Therefore, less the minimum wage portion of \$15.50  
13 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$7.75  
14 for each of those hours, totaling \$209.25;

15           c. From September 4, 2019 through January 11, 2020, Plaintiff's hourly overtime  
16 rate was \$28.50, and Plaintiff worked 4.5 hours of overtime each week for eighteen (18) weeks, or 81  
17 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion  
18 of \$19.00 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is  
19 owed \$9.50 for each of those hours, totaling \$769.50;

20           d. From January 12, 2020 through May 2, 2020, Plaintiff's hourly overtime rate was  
21 \$29.25, and Plaintiff worked 4.5 hours of overtime each week for sixteen (16) weeks, or 72 hours, but  
22 did not receive any wages for these hours at all. Therefore, less the minimum wage portion of \$19.50  
23 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$9.75  
24 for each of those hours, totaling \$702.00;

25           e. From May 3, 2020 through January 8, 2022, Plaintiff's hourly overtime rate was  
26 \$30.75, and Plaintiff worked 4.5 hours of overtime each week for eighty-eight (88) weeks, or 396  
27 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion  
28

1 of \$20.50 per hour which Plaintiff has already claimed in the preceding cause of action, Plaintiff is  
2 owed \$10.25 for each of those hours, totaling \$4,069.00; and

3 f. From January 9, 2022 through January 22, 2022, Plaintiff's hourly overtime rate  
4 was \$30.75, and Plaintiff worked 17 hours of overtime during this period, but did not receive any wages  
5 for these hours at all. Therefore, less the minimum wage portion of \$20.50 per hour which Plaintiff has  
6 already claimed in the preceding cause of action, Plaintiff is owed \$10.25 for each of those hours,  
7 totaling \$174.25.

8 129. While Plaintiff seeks owed overtime wages in the amount of \$6,119.75, Plaintiff also  
9 seeks unpaid double-time wages, which may encompass the overtime wages plead here, in an amount  
10 according to proof.

11 130. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime  
12 wages of at least \$6,119.75, above and beyond the wages sought in the preceding cause of action for  
13 these same hours.

14 131. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor  
15 Code §510, 8 Code Regulations §11160, and Industrial Welfare Commission Order No. 16-2001

16 132. Plaintiffs have been deprived of their rightfully earned overtime compensation as a  
17 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are  
18 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

19  
20 **SEVENTH CAUSE OF ACTION**  
21 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**  
22 **LABOR CODE § 226.7, 512**  
23 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

24 133. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
25 though set forth in full herein .

26 134. Labor Code §512 requires employers to provide every employee with an uninterrupted  
27 meal period of not less than thirty (30) consecutive minutes, for every period of work exceeding five (5)  
28 hours.

1           135. Labor Code §226.7 requires an employer to provide employees with an uninterrupted  
2 rest period of not less than ten (10) minutes, for every period worked of four (4) hours, or a substantial  
3 portion thereof.

4           136. For approximately four (4) years, Plaintiff worked at least two (2), eleven-hour  
5 workdays per week, and was thereby entitled to take two (2) uninterrupted 30-minute meal periods on  
6 those days.

7           137. Defendants failed and refused to provide Plaintiff with meal periods, and failed to  
8 compensate Plaintiff for missed meal periods, as required by Labor Code §§226.7 and the applicable  
9 sections of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001.

10           138. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate,  
11 whichever is greater, for each day that Plaintiff was denied such meal periods, calculated as follows:

12           a. From approximately June 1, 2018 through July 14, 2018, Plaintiff's statutory 30-minute  
13 meal periods were missed, interrupted or cut short no less than 2 days per week for 6 weeks, or on  
14 approximately 12 days. Consequently, Plaintiff is owed one hour of pay at \$14.50 for each day, or  
15 \$174.00 plus interest thereon, for unpaid missed or interrupted meal periods;

16           b. From approximately July 15, 2018 through August 28, 2018, Plaintiff's statutory 30-  
17 minute meal periods were missed, interrupted or cut short no less than 2 days per week for 6 weeks, or  
18 on approximately 12 days. Consequently, Plaintiff is owed one hour of pay at \$15.50 for each day, or  
19 \$186.00 plus interest thereon, for unpaid missed or interrupted meal periods;

20           c. From approximately September 4, 2019 through January 11, 2020, Plaintiff's statutory  
21 30-minute meal periods were missed, interrupted or cut short no less than 2 days per week for 18  
22 weeks, or on approximately 36 days. Consequently, Plaintiff is owed one hour of pay at \$19.00 for each  
23 day, or \$684.00 plus interest thereon, for unpaid missed or interrupted meal periods;

24           d. From approximately January 12, 2020 through May 2, 2020, Plaintiff's statutory 30-  
25 minute meal periods were missed, interrupted or cut short no less than 2 days per week for 16 weeks, or  
26 on approximately 32 days. Consequently, Plaintiff is owed one hour of pay at \$19.50 for each day, or  
27 \$624.00 plus interest thereon, for unpaid missed or interrupted meal periods; and  
28

1 e. From approximately May 3, 2020 through January 22, 2022, Plaintiff's statutory 30-  
2 minute meal periods were missed, interrupted or cut short no less than 2 days per week for 90 weeks, or  
3 on approximately 180 days. Consequently, Plaintiff is owed one hour of pay at \$20.50 for each day, or  
4 \$12,792.00 plus interest thereon, for unpaid missed or interrupted meal periods.

5 139. Thus, the total missed meal period compensation owing Plaintiff for this time period is  
6 \$14,460.00.

7 140. For approximately four (4) years, Plaintiff worked seven (7) eight-hour workdays per  
8 week and was thereby entitled to take two (2) 10-minute rest periods on each day of work.

9 141. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate,  
10 whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

11 a. From approximately June 1, 2018 through July 14, 2018, Plaintiff was not permitted and  
12 not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest period for days  
13 on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or  
14 approximately 42 days. Consequently, Plaintiff is owed one hour of pay at \$14.50 for each day, or  
15 \$609.00 plus interest thereon, for unpaid rest periods;

16 b. From approximately July 15, 2018 through August 28, 2018, Plaintiff was not permitted  
17 and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest period for  
18 days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or  
19 approximately 42 days. Consequently, Plaintiff is owed one hour of pay at \$15.50 for each day, or  
20 \$651.00 plus interest thereon, for unpaid rest periods;

21 c. From approximately September 4, 2019, through January 11, 2020, Plaintiff was not  
22 permitted and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest  
23 period for days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked,  
24 or approximately 126 days. Consequently, Plaintiff is owed one hour of pay at \$19.00 for each day, or  
25 \$2,394.00 plus interest thereon, for unpaid rest periods;

26 d. From approximately January 12, 2020 through May 2, 2020, Plaintiff was not permitted  
27 and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest period for  
28 days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or

1 approximately 112 days. Consequently, Plaintiff is owed one hour of pay at \$19.50 for each day, or  
2 \$2,184.00 plus interest thereon, for unpaid rest periods; and

3 e. From approximately May 3, 2020 through January 22, 2022, Plaintiff was not permitted  
4 and not advised of Plaintiff's right to take on or more of Plaintiff's statutory 10-minute rest period for  
5 days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or  
6 approximately 630 days. Consequently, Plaintiff is owed one hour of pay at \$20.50 for each day, or  
7 \$18,753.00 plus interest thereon, for unpaid rest periods.

8 142. Thus, the total missed rest period compensation owing Plaintiff for this time period is  
9 \$24,591.00.

10 143. Thus, the total missed meal and rest period compensation owing Plaintiff for this time  
11 period is \$39,051.00.

12 144. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and  
13 rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

14 145. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover  
15 such amounts in the combined amount of \$39,591.00, pursuant to Labor Code §226.7(b), plus interest  
16 thereon and costs of suit.

17  
18 **EIGHTH CAUSE OF ACTION**  
19 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**  
20 **LABOR CODE §§226, 226.3 1174 ET SEQ.**  
21 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

22 146. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
23 though set forth in full herein .

24 147. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-  
25 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,  
26 total deductions and net wages earned. An employer who violates these code sections is liable to its  
27 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for  
28 the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay

1 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is  
2 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage  
3 statement at all.

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

7 149. At all relevant times, Defendants failed to provide Plaintiff with timely and accurate  
8 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net  
9 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and  
10 rates in effect during each pay period and the corresponding number of hours worked at each hourly  
11 rate by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and  
12 contained almost none of the required information, including hours actually worked.

13 150. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

14 151. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour,  
15 wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in  
16 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is  
17 entitled to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties,  
18 eviscerating Plaintiff's right under Labor Code §226(b) to review itemized wage statement information  
19 by inspecting the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's  
20 entitlement to overtime, meal period, and rest period wages.

21 152. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code  
22 §226 approximately twenty-six (26) times during the last year that Plaintiff worked for Defendants.  
23 Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the  
24 statutory maximum amount of \$4,000.00, whichever is greater.

25 153. In addition, thereto, Plaintiff is entitled civil penalties pursuant to Labor Code §226.3 in  
26 the amount of \$25,250.00 (\$250.00 + \$1,000.00 x 25 subsequent pay periods).

1           154. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and  
2 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and  
3 other applicable provisions, as well as attorneys' fees and costs.

4  
5                           **NINTH CAUSE OF ACTION**  
6                           **FOR WAITING TIME PENALTIES**

7                           **LABOR CODE §§201-203**  
8                           **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

9           155. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
10 though set forth in full herein .

11           156. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and  
12 other compensation due immediately upon termination or within 72 hours of resignation, as required.  
13 These wages refer to, at a minimum, unpaid overtime compensation, that Defendants should have paid,  
14 but did not pay to Plaintiff during the term of Plaintiff's employment and which were, at the latest, due  
15 within the time restraints of Labor Code §§201-203.

16           157. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-  
17 203.

18           158. As a direct and proximate result of Defendants' willful failure to pay these wages,  
19 Plaintiff is entitled to payment of Plaintiff's overtime, as previously pleaded herein, and more than  
20 \$5,667.32 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of \$188.91,  
21 inclusive of overtime.

22           159. Based on Defendants' conduct as alleged herein, Defendants are liable for \$5,667.32 in  
23 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'  
24 fees and costs.

**TENTH CAUSE OF ACTION**  
**FOR PRIVATE ATTORNEY GENERAL ACT**  
**LABOR CODE §2699**  
**AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

160. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as though set forth in full herein.

161. Under Labor Code §2699, Plaintiffs, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

162. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

163. On April 18, 2022, more than 65 calendar days before filing this Complaint, Plaintiffs provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 98.6, 200, 201, 202, 203, 204, 221, 226, 226.3, 226.7, 510, 512, 558, and 1102.5, 1194, 1197.1 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

164. As of the filing of this Complaint, Plaintiffs have not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

165. 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.

166. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as aggrieved employees, Plaintiffs may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that they were not personally “aggrieved” by.

## PENALTIES

167. 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:

- a) As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and
- b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid; and also an additional amount sufficient to recover under paid wages as penalties, with all wages recovered pursuant to Labor Code §557 paid to the aggrieved employees. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on 26 pay periods, the first of which Defendants are penalized \$50.00, and the

1 remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code  
2 §558 penalties of \$2,550.00;

3 c) As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely  
4 independent and apart from any other penalty provided in the Labor Code) for violations of  
5 Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee  
6 for each pay period the aggrieved employee was intentionally underpaid in addition to an  
7 amount sufficient to recover underpaid wages, and \$250 for each subsequent violation for  
8 each underpaid aggrieved employees regardless of whether the initial violation was  
9 intentionally committed in addition to an amount sufficient to recover underpaid wages, with  
10 all wages recovered pursuant to Labor Code §1197.1. Plaintiff may also recover penalties  
11 under § 1197.1 on behalf of herself and for the other aggrieved employees;

12 d) As applicable, civil penalties under Labor Code §98.6 (in addition to and entirely  
13 independent and apart from any other penalty provided for in the Labor Code), for violations  
14 of Labor Code §98.6, in the amount of \$10,000 per aggrieved employee for each violation of  
15 this section, to be awarded to the employee or employees who suffered the violation;

16 e) As applicable, civil penalties under Labor Code §§201-203 (in addition to and entirely  
17 independent and apart from any other penalty provided in the Labor Code), for any aggrieved  
18 employee who was discharged or quit, and was not paid all earned wages at termination in  
19 accordance with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil  
20 penalty of one day of pay, at the same rate, for each day that he or she was paid late, until  
21 payment was/is made, up to a maximum of thirty (30) days;

22 f) As applicable, Labor Code §204 (in addition to an entirely independent and apart from any  
23 other penalty provided in the Labor Code), for any aggrieved employee who Defendants  
24 failed to pay all earned wages during employment, in the amount of a civil penalty of \$100  
25 for the initial violation, and \$200 for each aggrieved employee per pay period for each  
26 subsequent violation plus 25 percent of the amount unlawfully withheld; and

27 g) As applicable, civil penalties under Labor Code §221 (in addition to an entirely independent  
28 and apart from any other penalty provided in the Labor Code), for any aggrieved employee

1 who Defendants failed to pay all earned wages during employment, in the amount of a civil  
2 penalty of \$100 for the initial violation, and \$200 for each aggrieved employee per pay  
3 period for each subsequent violation;

4 h) As applicable, Labor Code §510 (in addition to and entirely independent and apart from any  
5 other penalty provided in the Labor Code), for any aggrieved employee who Defendants  
6 failed to pay overtime wages during employment, in the amount of a civil penalty of \$100 for  
7 the initial violation, and \$200 for each aggrieved employee per pay period for each  
8 subsequent violation plus 25 percent of the amount unlawfully withheld;

9 i) As applicable, Labor Code §§551 and 552 (in addition to and entirely independent and apart  
10 from any other penalty provided in the Labor Code), for any aggrieved employee who  
11 Defendants failed to pay overtime wages during employment, in the amount of a civil penalty  
12 of \$100 for the initial violation, and \$200 for each aggrieved employee per pay period for  
13 each subsequent violation plus 25 percent of the amount unlawfully withheld;

14 j) As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely  
15 independent and apart from any other civil penalty provided in the Labor Code), for each  
16 violation of Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay  
17 period for each violation and \$1,000 for each aggrieved employee per pay period for each  
18 subsequent violation;

19 k) As applicable, Labor Code §226.7 (in addition to an entirely independent and apart from any  
20 other penalty provided in the Labor Code), for any aggrieved employee who Defendants  
21 failed to pay all earned wages during employment, in the amount of a civil penalty of \$100  
22 for the initial violation, and \$200 for each aggrieved employee per pay period for each  
23 subsequent violation;

24 l) As applicable, Labor Code §512 (in addition to an entirely independent and apart from any  
25 other penalty provided in the Labor Code), for any aggrieved employee who Defendants  
26 failed to pay all earned wages during employment, in the amount of a civil penalty of \$100  
27 for the initial violation, and \$200 for each aggrieved employee per pay period for each  
28 subsequent violation plus 25 percent of the amount unlawfully withheld;

1 m) As applicable, civil penalties under Labor Code §1102.5 (in addition to and entirely  
2 independent and apart from any other penalty provided in the Labor Code) for violations of  
3 Labor Code §§1102.5, in the amount of \$10,000 for each aggrieved employee for each  
4 violation; and

5 n) As applicable, any and all additional applicable civil penalties and sums as provided by the  
6 Labor Code and/or other relevant statutes.

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

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

13 170. As a direct and proximate result of Defendants' California Labor Code violations as set  
14 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per  
15 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each  
16 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly  
17 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do  
18 expressly provide for a penalty, §§ 200, 226.3 and 558.

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

21 172. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to  
22 Labor Code §§2699(g)(1) and any other applicable statute.

1 **ELEVENTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

4 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

5 173. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 54, inclusive, as  
6 though set forth in full herein .

7 174. Defendants' violations of 8 Code of Regulations §11160, Industrial Welfare  
8 Commission Order No. 16-2001, Labor Code §§ 98.6, 200, 201, 202, 203, 204, 221, 226, 226.3, 226.7,  
9 510, 512, 558, 1102.5, 1194, 1197.1, 2699, 6310, and other applicable provisions, as alleged herein,  
10 including Defendants' failure and refusal to pay overtime wages, Defendants' failure to provide and pay  
11 premium wages for missed meal and rest breaks, Defendants' receipt and/or collection of wages paid,  
12 Defendants' retaliation for engagement in protected activity, Defendants' failure to provide timely and  
13 accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner  
14 upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll  
15 records for the Plaintiffs, constitute unfair business practices in violation of Business & Professions  
16 Code §§17200, et seq.

17 175. As a result of Defendants' unfair business practices, Defendants have reaped unfair  
18 benefits and illegal profits at the expense of Plaintiffs and members of the public. Defendants should  
19 be made to disgorge their ill-gotten gains and restore such monies to Plaintiffs.

20 176. Defendants' unfair business practices entitle Plaintiffs to seek preliminary and  
21 permanent injunctive relief, including but not limited to orders that the Defendants account for,  
22 disgorge, and restore to the Plaintiffs the overtime compensation and other monies and benefits  
23 unlawfully withheld from Plaintiffs.

24  
25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount  
27 according to proof but estimated to be no less than \$1,000,000 as follows:  
28

1           1.     For a money judgment representing compensatory damages including lost wages,  
2 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,  
3 together with interest on these amounts; for other special damages; and for general damages for loss of  
4 earning capacity;

5           2.     For civil penalties pursuant to Labor Code §98.6 in the amount of no less than  
6 \$10,000.00;

7           3.     For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than  
8 \$10,000.00;

9           4.     For payment of unpaid minimum wage compensation pursuant to Labor Code  
10 §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. \*-2001, in the amount of  
11 no less than \$12,219.50;

12          5.     For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$12,219.50,  
13 plus interest;

14          6.     For payment of unpaid overtime compensation pursuant to Labor Code §§ 510, 1194,  
15 Industrial Welfare Commission Order No. 16-2001, and 8 Code of Regulations §11160, in the amount  
16 of no less than \$6,119.75;

17          7.     For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less  
18 than \$2,550.00;

19          8.     For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,  
20 in the amount of no less than \$39,051.00;

21          9.     For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

22          10.    For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no  
23 less than \$25,250.00;

24          11.    For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less  
25 than \$5,667.32 ;

26          12.    For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than an  
27 amount according to proof on Plaintiff's own behalf, and similar amounts on behalf of all of  
28 Defendants' aggrieved employees, estimated to exceed \$500,000.00;

1           13.     For civil penalties under Labor Code §210, in addition to and entirely independent and  
2 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved  
3 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for  
4 each subsequent violation, plus 25 percent of the amount unlawfully withheld;

5           14.     For civil penalties under Labor Code §§ 210 and 225.5, in addition to and entirely  
6 independent and apart from any other penalty provided in the Labor Code, for each violation of Labor  
7 Code §§204, 221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each  
8 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or for  
9 each willful or intentional violation, in addition to 25 percent of the amount unlawfully withheld;

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

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

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

22          18.     For civil penalties under Labor Code §§551 and 552, in addition to and entirely  
23 independent and apart from any other penalty provided in the Labor Code, in the amount of \$100 for  
24 each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per  
25 pay period for each subsequent violation;

26          19.     For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1)  
27 and any other applicable statute; and  
28

1           20.     For prejudgment interest on each of the foregoing at the legal rate from the date the  
2 obligation became due through the date of judgment in this matter.

3           **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an  
4 amount according to proof, as follows:

5           21.     For injunctive relief compelling Defendants to report to federal and state authorities  
6 wages earned by Plaintiffs, and other employees, and pay all state and federal taxes owing, employer  
7 matching funds, unemployment premiums, social security, Medicare, and workers' compensation  
8 premiums, all this in an amount according to proof.

9           22.     For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful  
10 conduct, failure to pay wages and other compensation in accordance with the law;

11           23.     For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish  
12 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

13           24.     For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor  
14 Code and/or any other basis;

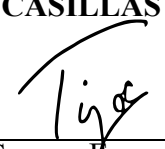
15           25.     For post-judgment interest; and

16           26.     For any other relief that is just and proper.

17  
18 DATED: June 1, 2022

**GUERRA & CASILLAS LLP**

19  
20 By:

  
\_\_\_\_\_  
Ruben Guerra, Esq.  
Tizoc Perez-Casillas, Esq.  
Attorneys for Plaintiff  
JOSE CAMPOS

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**JURY TRIAL DEMANDED**

Plaintiff demands trial of all issues by jury.

DATED: June 1, 2022

**GUERRA & CASILLAS LLP**

By:

  
\_\_\_\_\_  
Ruben Guerra, Esq.  
Tizoc Perez-Casillas, Esq.  
Attorneys for Plaintiff  
JOSE CAMPOS