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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Daneille Hansen, Deputy Clerk

Attorney for Plaintiff
DONOVAN HANSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

DONOVAN HANSON, an individual,

Plaintiff,

v.

SOURCE THE SUN SOLAR, INC., a
Wyoming corporation; KENNETH
AMARADIO, an individual; and DOES 1
through 50, Inclusive,

Defendants.

Case No. 37-2022-00033913-CU-OE-NC

COMPLAINT FOR:

- 1. Unpaid Wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1)**
- 2. Unpaid Overtime Wages (Labor Code §§ 510, 1194)**
- 3. Failure to Provide Meal Periods (Labor Code § 226.7)**
- 4. Failure to Provide Rest Periods (Labor Code § 226.7)**
- 5. Failure to Keep and Provide Accurate Itemized Wage Statements (Labor Code § 226)**
- 6. Waiting Time Penalties (Labor Code § 203)**
- 7. Unlawful Deductions (Labor Code §§ 221, 224)**
- 8. Violation of the California Whistleblower Protection Act (Labor Code § 1102.5(b)-(c))**
- 9. Wrongful Termination in Violation of Public Policy**
- 10. Failure to Produce Records (Labor Code § 1198.5, et seq.)**
- 11. Failure to Indemnify for Necessary Expenditures (Labor Code § 2802)**
- 12. Unfair Business Practices (Business and Professions Code § 17200)**
- 13. Penalties Pursuant to the California Private Attorneys General Act (Labor Code § 2699 et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff, DONOVAN HANSON, by and through his attorney of record, hereby complain
2 against SOURCE THE SUN SOLAR, INC., a Wyoming corporation, KENNETH AMARADIO,
3 an individual, and DOES 1 through 50, inclusive, as follows:

4 **GENERAL ALLEGATIONS**

5 1. Plaintiff DONOVAN HANSON alleges that Defendants SOURCE THE SUN
6 SOLAR, INC., KENNETH AMARADIO, and DOES 1 through 50, inclusive (collectively
7 hereinafter referred to as "Defendants"): (1) failed to pay Plaintiff earned regular wages; (2)
8 failed to pay Plaintiff accrued overtime compensation; (3) failed to provide Plaintiff meal breaks
9 or premium pay for missed meal breaks; (4) failed to provide Plaintiff rest periods or premium
10 pay for missed rest periods; (5) failed to provide Plaintiff with timely and accurate wage and hour
11 statements; (6) failed to pay Plaintiff his earned wages in a timely manner upon resignation; (7)
12 made unlawful deductions from Plaintiff's earned wages; (8) violated the California
13 Whistleblower Protection Act; (9) wrongfully terminated plaintiff in violation of public policy;
14 (10) failed to indemnify Plaintiff for necessary expenditures; (11) violated California's Unfair
15 Competition Law (the "UCL"); and (13) are liable for penalties pursuant to the California's
16 Private Attorneys General Act of 2004.

17 2. Venue is proper in the County of San Diego in accordance with Sections 394 and
18 395(a) of the California Code of Civil Procedure, as Defendants reside in this County and/or the
19 alleged wrongs occurred in this County.

20 **PARTIES**

21 3. Plaintiff DONOVAN HANSON (hereinafter "Mr. Hanson" or "Plaintiff") is an
22 individual residing in the County of Los Angeles, State of California.

23 4. Defendant SOURCE THE SUN SOLAR, INC., a Wyoming corporation ("STSS")
24 operating in the County of San Diego, State of California and is located in the State of Florida.

25 5. Defendant KENNETH AMARADIO, an individual (hereinafter "Mr. Amaradio")
26 residing in the County of San Diego, State of California.

27 6. Defendants STSS and Mr. Amaradio are collectively referred hereinafter as
28 "Defendants."

1 7. The true names and capacities of Defendant DOES 1 through 50 (“DOES”) are
2 unknown to Plaintiff, and Plaintiff will seek leave of Court to amend his Complaint to allege such
3 names and capacities as soon as they are ascertained.

4 8. The true names and capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
6 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
7 § 474. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
8 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
9 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
10 capacities of the Defendants designated hereinafter as DOES when such identities become
11 known.

12 9. Plaintiff is informed and believes, and based thereon allege, that each Defendant
13 acted in all respects pertinent to this action as the agent and/or the alter-ego of the other
14 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
15 and the acts of each Defendant are legally attributable to the other Defendants.

16 10. Furthermore, Defendants, and each of them, acted in all respects as the employers
17 or joint employers of Plaintiff. Defendants, and each of them, exercised control over the wages,
18 hours or working conditions of Plaintiff, or suffered or permitted Plaintiff to work, or engaged,
19 thereby creating a common law employment relationship, with Plaintiff. Therefore, Defendants,
20 and each of them, employed or jointly employed Plaintiff.

21 11. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
22 times, each Defendant, including DOES 1 through 50, was and is the agent, servant,
23 representative, independent contractor, partner, joint venturer, alter ego and/or employee of each
24 or some of the other co-defendants, and in doing these acts herein referred to, each Defendant was
25 acting within the course and scope of his authority as such agent, servant, representative,
26 independent contractor, partner, co-conspirator, joint employer, alter ego and/or employee with
27 the express and/or implied approval, permission, knowledge, consent, and/or ratification of other
28 co-defendants, and are in some manner responsible for the occurrences hereinafter alleged and as

1 such, Defendants are jointly and severally liable for the injuries and damages hereinafter
2 described.

3 **FACTUAL ALLEGATIONS**

4 12. Mr. Hanson was hired by Defendants in March 7, 2022 as a Stucco Technician.

5 13. Plaintiff, and other aggrieved employees of Defendants, throughout their
6 employment by Defendants, were all general laborers for Defendants.

7 14. Plaintiff, and other aggrieved employees of Defendants, were responsible for
8 performing exclusively non-exempt tasks such as installation of lathe, stucco, drywall patch and
9 texture match and paint, and related work for Defendants' solar company and earned \$150 per job
10 and an additional \$50 where a lathe inspection was required.

11 15. Throughout his employment by Defendants, Plaintiff was a dedicated and hard-
12 working employee. He worked incredibly long hours and was denied meal and rest breaks
13 throughout his employment.

14 16. Defendants never paid Plaintiff and their other aggrieved employees, overtime or
15 double-time wages, and failed to accurately pay Plaintiff's regular wages or premium pay for
16 missed meal/rest breaks throughout their employment.

17 17. Making matters worse, Defendants paid Plaintiff and other aggrieved employees as
18 piece-rate employees and failed to pay them minimum wage and overtime compensation
19 requirements and denied them accurate or timely wage statements throughout their employment.

20 18. While Plaintiff and other aggrieved employees had regular schedules and met the
21 legal definition of non-exempt employees under the law, they were denied wage entitlements
22 owed to California employees.

23 19. Furthermore, Plaintiff was also denied reimbursement for necessary business
24 expenses, including mileage between worksites and other expenses incurred by Plaintiff in
25 carrying out his job functions.

26 20. Defendants failed to pay Plaintiff and all aggrieved employees proper wages for all
27 hours worked at the proper corresponding rate in violation of Labor Code §§ 510, 1194, 1194.2,
28 and 1199.

1 21. Plaintiff and other aggrieved employees were not paid at the proper rate for all
2 hours worked, including overtime as a result of Defendant compensating them on a piece-rate
3 basis.

4 22. Pursuant to Labor Code § 226.7 and Wage Order 16-2001, Defendants failed to
5 provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes
6 per four (4) hour work period, or major fraction thereof. On a regular and consistent basis,
7 Defendants failed to provide Plaintiff and the aggrieved employees with rest periods despite
8 regularly requiring Plaintiff and the aggrieved employees to work over eight (8) hours.

9 23. Defendants also failed to provide Plaintiff and his coworkers with uninterrupted
10 meal periods of not less than 30 minutes for every work period of five hours or more. As such,
11 Defendants failed to provide Plaintiff and the aggrieved employees with compliant meal and rest
12 periods.

13 24. Further, Plaintiff and Defendants other aggrieved employees were not
14 compensated with one (1) hour of wages for each missed meal period and for each rest period as
15 required by Labor Code § 226.7.

16 25. Labor Code §226(a) requires that every employer shall, semimonthly or at the time
17 of each payment of wages, furnish each of his or her employees, an accurate itemized statement
18 in writing showing a number of specified requirements, including total hours worked by the
19 employee, all deductions, net wages earned, and all applicable hourly rates in effect during the
20 pay period and the corresponding number of hours worked at each hourly rate by the employee,
21 among other requirements.

22 26. Defendants failed to issue Plaintiff and the aggrieved employees with itemized
23 wage statements that accurately reflected the number of hours that he and they worked, or their
24 accurate amount of earned wages, as well as other violations of the Labor Code.

25 27. As such, Plaintiff and his coworkers are aggrieved employees within the meaning
26 of PAGA and Defendants have violated Labor Code §226(a) with respect to Plaintiff and his
27 coworkers/other aggrieved employees.

28 28. Plaintiff was terminated on March 15, 2022, from his employment for reporting

1 and protesting the illegal practices of Defendants' including, without limitation, failure to
2 reimbursement Plaintiff's necessary business expenses pursuant to Labor Code §2802.

3 29. Defendants have knowingly and intentionally refused to pay Plaintiff, and his
4 coworkers all of the regular wages due to them.

5 30. Defendants have knowingly and intentionally refused to pay Plaintiff, and his
6 coworkers, all of the overtime compensation due to them.

7 31. Defendants have knowingly and intentionally refused to pay Plaintiff, and his
8 coworkers, premium pay in lieu of their missed meal and rest periods.

9 32. Defendants have knowingly and intentionally forced Plaintiff, and his coworkers,
10 to work through their meal and rest periods, without pay.

11 33. Defendants have knowingly and intentionally refused to provide Plaintiff, and
12 other general laborers with Defendants, accurate itemized wage statements throughout their
13 employment.

14 **FIRST CAUSE OF ACTION**

15 **[Failure to Pay Minimum Wage in Violation of Labor Code §§ 1194, 1194.2 & 1197]**

16 **(By Plaintiff Against All Defendants)**

17 34. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
18 this Complaint as if the same were set forth at length herein.

19 35. California Labor Code §§ 1194, 1197, 1197.1 and IWC Wage Order No. 16-2001,
20 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a
21 payroll period is unlawful. All hours must be paid at the statutory or agreed rate and no part of
22 this rate may be used as a credit against a minimum wage obligation.

23 36. Defendants did not compensate Plaintiff for all hours worked.

24 37. Defendants' conduct described herein violates California Labor Code §§ 1194,
25 1197, and IWC Wage Order No. 16-2001, § 4.

26 38. As a proximate result of the aforementioned violations, Plaintiff has been damaged
27 in an amount according to proof at trial.

28 39. As a result of these violations, Defendants are liable for unpaid minimum wages,

1 liquidated damages, and attorneys' fees and costs.

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4 **SECOND CAUSE OF ACTION**

5 **[Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1194]**

6 **(By Plaintiff Against All Defendants)**

7 40. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
8 this Complaint as if the same were set forth at length herein.

9 41. The Labor Code and the Wage Order provide that a workday consists of eight
10 hours, a workweek consists of 40 hours, and an employer must compensate an employee who
11 works overtime hours with either one-and-one-half times or double the employee's regular rate of
12 compensation. The Labor Code and the Wage Order also provide that the employee's regular rate
13 of compensation equals one fortieth (1/40) of the employee's weekly salary.

14 42. Defendant employed Plaintiff for more than eight hours per day and more than 40
15 hours per workweek, but Defendants failed to pay Plaintiff the overtime compensation required
16 by the California Labor Code and the Wage Order.

17 43. Defendants thus required Plaintiff to work for longer hours than those fixed, or
18 under conditions prohibited, by order of the IWC, in violation of those orders.

19 44. Defendants deprived Plaintiff of his rightfully earned overtime compensation as a
20 direct and proximate result of Defendants' failure to pay said compensation.

21 45. Under Labor Code section 1194, Plaintiff is entitled to recover such amounts, plus
22 interest thereon, attorney's fees, and costs.

23 **THIRD CAUSE OF ACTION**

24 **[Failure to Provide Meal Periods (Labor Code § 226.7)]**

25 **(By Plaintiff Against All Defendants)**

26 46. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
27 this Complaint as if the same were set forth at length herein.

28 47. Plaintiff is entitled to one thirty (30) minute, duty-free meal period for every five

1 (5) hours of work pursuant to 8 C.C.R. §11040(11).

2 48. During his employment with Defendants, Plaintiff was not provided with all of his
3 thirty (30) minute, duty-free meal periods in violation of Labor Code § 226.7.

4 49. Defendants did not intend on providing Plaintiff with thirty (30) minute, duty-free
5 meal periods.

6 50. As a result of Defendants' failure to provide Plaintiff with a thirty (30) minute,
7 duty-free meal period, he is entitled to a premium wage of one (1) hour of pay for every day he
8 did not obtain his rest period in an amount to be determined at trial.

9 51. Plaintiff request that the Court award Plaintiff the reasonable attorney's fees and
10 costs incurred by his in this action.

11 52. Pursuant to Labor Code § 218.6, Plaintiff request that the Court award Plaintiff
12 interest on all due and unpaid wages, at the legal rate specified by Civil Code § 3289(b), accruing
13 from the date the wages were due and payable.

14 **FOURTH CAUSE OF ACTION**

15 **[Failure to Provide Rest Periods (Labor Code § 226.7)]**

16 **(By All Plaintiff Against All Defendants)**

17 53. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
18 this Complaint as if the same were set forth at length herein.

19 54. Plaintiff is entitled to one ten (10) minute, duty-free rest period for every four (4)
20 hours of work pursuant to 8 C.C.R. §11040(12).

21 55. During his employment with Defendants, Plaintiff was not provided with all of his
22 ten (10) minute, duty-free rest periods in violation of Labor Code § 226.7.

23 56. Defendants did not intend on providing Plaintiff with ten (10) minute, duty-free
24 rest periods after every 4-hours worked.

25 57. As a result of Defendants' failure to provide Plaintiff with a ten (10) minute, duty-
26 free rest period, Plaintiff is entitled to a premium wage of one (1) hour of pay for every day he did
27 not obtain his rest period.

28 58. Plaintiff requests that the Court award Plaintiff the reasonable attorney's fees and

costs incurred by them in this action.

59. Pursuant to Labor Code § 218.6, Plaintiff request that the Court award Plaintiff interest on all due and unpaid wages, at the legal rate specified by Civil Code § 3289(b), accruing from the date the wages were due and payable.

FIFTH CAUSE OF ACTION

[Failure to Provide Accurate/Itemized Wage Statements (Labor Code § 226)]

(By All Plaintiff Against All Defendants)

60. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

61. Labor Code § 226(a) requires every employer, at the time of each payment of wages, to furnish each non-exempt employee with an accurate itemized statement showing total hours worked by the employee, gross wages earned, all deductions taken, net wages earned, the dates of the period for which the employee is paid, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

62. During their employment, Defendants failed to provide Plaintiff with such accurate itemized statements.

63. As a proximate result of Defendants' knowing and intentional failure to provide such accurate itemized statements to Plaintiff, Plaintiff was injured in that he was unable to verify whether Defendants paid all of his wages due to him and/or whether he had been paid incorrectly.

64. Because Plaintiff was damaged as a proximate result of Defendants' failure to comply with Labor Code § 226(a), Plaintiff is entitled to the aggregate penalties as set forth in Labor Code § 226(e) and Labor Code § 226.3. Plaintiff is also entitled to an award of costs and reasonable attorney's fees pursuant to Labor Code § 226(e).

SIXTH CAUSE OF ACTION

[Waiting Time Penalties (Labor Code § 203)]

(By All Plaintiff Against All Defendants)

65. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

1 66. At the end of his employment by Defendants, Plaintiff was owed compensation by
2 Defendants which has never been paid. Said wages remain due and unpaid to Plaintiff.

3 67. Labor Code § 202 requires that if an employee quits, the wages earned and unpaid
4 at the time of resignation are due and payable immediately. Labor Code § 203 provides that if an
5 employer willfully fails to pay compensation promptly upon discharge pursuant to Labor Code §
6 201, the employer is liable to the employee for penalties.

7 68. Defendants' failure to pay the full amount of earned wages due to Plaintiff upon
8 their resignation was willful and deliberate, and Plaintiff is entitled to penalties pursuant to Labor
9 Code § 203.

10 69. As a direct, foreseeable and proximate result of Defendants' actions, and each of
11 them, Plaintiff has suffered and incurred the loss of said earned wages which was due and payable
12 at the time of his resignation, in an amount according to proof at trial.

13 70. As a result of Defendants' failure to pay Plaintiff their unpaid wages due at the
14 time of resignation, Plaintiff is entitled to costs of suit, including reasonable attorneys' fees
15 pursuant to Labor Code § 218.5.

16 **SEVENTH CAUSE OF ACTION**

17 **[Unlawful Deductions in Violation of Labor Code §§ 221, 224]**

18 **(By All Plaintiff Against All Defendants)**

19 71. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
20 this Complaint as if the same were set forth at length herein.

21 72. California Labor Code § 221 states that "[i]t shall be unlawful for any employer to
22 collect or receive from an employee any part of wages theretofore paid by said employer to said
23 employee."

24 73. Labor Code § 221 reflects "California's strong public policy favoring the
25 protection of employees' wages." *Sciborski v. Pacific Bell Directory* (2012) 205 Cal.App.4th
26 1152, 1166, quoting *Harris v. Investor's Business Daily, Inc.* (2006) 138 Cal.App.4th 28, 40–41.

27 74. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221
28 cannot "be contravened or set aside by a private agreement." Therefore, the rights under Labor

Code § 221 are nonnegotiable and cannot be waived by the parties. See *Sciborski*, supra at 1166. Also, under Labor Code §§ 219 and 221, an employer may not “require its employees to consent to unlawful deductions from their wages.” *Hudgins v. Neiman Marcus Group, Inc.* (1995) 34 Cal.App.4th 1109, 1124.

75. Defendant engaged in the unlawful deduction of wages when it deducted amounts from the wages of Plaintiff for “Tool buy program payment.”

76. As a result of Defendants' violations of Labor Code § 221, Plaintiff seeks to recover the total amount of wages unlawfully deducted, as well as penalties, interest, attorneys' fees, and costs as permitted under California law.

EIGHTH CAUSE OF ACTION

[Violation of the California Whistleblower Protection Act in Violation of

Labor Code § 1102.5(b)-(c)]

(By All Plaintiff Against All Defendants)

77. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

78. From on or about March 7, 2022, to on or about March 15, 2022, Plaintiff was an employee of Defendants as defined by California Labor Code §§ 350(b) and 2750.

79. At all times applicable to this complaint, Defendants were engaged in business in the State of California and subject to the laws thereof.

80. Plaintiff suffered an adverse employment action, up to and including termination by Defendants for engaging in activity protected by the California Whistleblower Protection Act. More specifically, Plaintiff was terminated from his employment for reporting and protesting the illegal practices of Defendants' including, without limitation, failure to reimbursement Plaintiff's necessary business expenses pursuant to Labor Code §2802.

81. As a proximate result of Defendants' willful, knowing, and intentional violation(s) of Labor Code Section 1102.5(b) and (c), Plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits.

82. As a proximate result of Defendants' willful, knowing, and intentional violation(s)

1 of Labor Code Section 1102.5, Plaintiff has suffered and continues to suffer humiliation,
2 emotional distress, and mental and physical pain and anguish, all to his damage in a sum
3 according to proof.

4 83. Plaintiff has incurred and continues to incur legal expenses and attorney fees and
5 seeks those by motion, to the extent available.

6 84. Plaintiff is informed and believes and thereon alleges that the aforesaid acts
7 directed toward him were carried out, by managing agents of Defendants, with a conscious
8 disregard of his right to be free from such illegal behavior, such as to constitute oppression, fraud,
9 or malice pursuant to California Civil Code section 3294 entitling Plaintiff to punitive damages in
10 an amount appropriate to punish and set an example of Defendants.

11 85. Plaintiff is entitled to attorneys' fees and costs under California Code of Civil
12 Procedure section 1021.5 because: (a) this action confers a significant benefit to the general
13 public or a large class of persons impacted by the practices alleged herein; (b) the necessity and
14 financial burden of private enforcement makes the award appropriate; and (c) such fees should
15 not in the interest of justice be paid out of the recovery to Plaintiff.

16 86. In addition to all damages and penalties prayed for herein, Plaintiff is additionally
17 entitled to, and hereby prays for, a civil penalty of up to ten thousand dollars (\$10,000.00) for
18 Defendant's violation of Labor Code § 1102.5 pursuant to § 1102.5(f).

19 **NINTH CAUSE OF ACTION**

20 **[Wrongful Termination in Violation of Public Policy]**

21 **(By All Plaintiff Against All Defendants)**

22 87. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
23 this Complaint as if the same were set forth at length herein.

24 88. From on or about March 7, 2022, to on or about March 15, 2022, Plaintiff was an
25 employee of Defendants as defined by California Labor Code §§ 350(b) and 2750.

26 89. At all times mentioned in this complaint, Labor Code section 1102.5 was in effect.
27 Section 1102.5 requires Defendant to refrain from termination of any employee because of
28 reports of illegal working conditions, including violation of California's wage and hour laws.

1 Going further, California's wage and hour laws form part of the fundamental public policy of the
2 state and the termination of a worker for reporting of, or complaining about, violations of those
3 laws is wrongful.

4 90. Defendants violated the public policy of the State of California by wrongfully
5 terminating Plaintiff in violation of, among other things, Labor Code Section 1102.5(b) and (c)
6 for reporting wage and hour violations, when they terminated Plaintiff.

7 91. As a proximate result of Defendants' willful, knowing, and intentional actions
8 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses in earnings and
9 other employment benefits.

10 92. As a proximate result of Defendants' willful, knowing, and intentional actions
11 against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and
12 mental and physical pain and anguish, all to his damage in a sum according to proof.

13 93. Plaintiff is informed and believes and thereon alleges that the aforesaid acts
14 directed toward him were carried out by managing agents of Defendants, with a conscious
15 disregard of his right to be free from such illegal behavior, such as to constitute oppression, fraud,
16 or malice pursuant to California Civil Code section 3294 entitling Plaintiff to punitive damages in
17 an amount appropriate to punish and set an example of Defendants.

18 94. Plaintiff has incurred and continues to incur legal expenses and attorney fees and
19 seeks them on motion after prevailing.

20 **TENTH CAUSE OF ACTION**

21 **[Failure to Produce Records in Violation of Labor Code § 1198.5, et seq.]**

22 **(By All Plaintiff Against All Defendants)**

23 95. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
24 this Complaint as if the same were set forth at length herein.

25 96. From on or about March 7, 2022, to on or about March 15, 2022, Plaintiff was an
26 employee of Defendants as defined by California Labor Code §§ 350(b) and 2750.

27 97. California Labor Code § 1198.5(a) provides, to all current or former California
28 employees, the "right to inspect and receive a copy of the personnel records that the employer

maintains relating to the employee's performance or to any grievance concerning the employee.”

98. California Labor Code § 1198.5(b) requires California employers to “... make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request . . . Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records . . . not later than 30 calendar days from the date the employer receives the request. . .”

99. California Labor Code § 1198.5(k) provides: “If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.”

100. California Labor Code § 1198.5(1) provides: “A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.”

101. Plaintiff is a former employee of Defendants.

102. On May 6, 2022, Plaintiff, through his legal representative, made a specific, written request to Defendants for the right to inspect and receive a copy of Plaintiff’s personnel records maintained by Defendants, in accordance with the provisions of California Labor Code § 1198.5.

103. Defendants have failed, at any time, to produce Plaintiff’s records in response to Plaintiff’s request made through his legal representative in violation of Labor Code §§ 1198.5, et seq.

WHEREFORE, plaintiff requests relief as hereafter provided.

ELEVENTH CAUSE OF ACTION

[Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802]

(By All Plaintiff Against All Defendants)

104. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

105. Labor Code section 2802(a) requires an employer to indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.

106. Defendants did not indemnify Plaintiff for the actual cost of the automobile expenses they incurred, including mileage and related travel expenses, while performing their necessary job functions.

107. On average, Plaintiff drove between 75 to 100 miles per day performing company tasks. Defendants did not reimburse Plaintiff for travel and automobile-related expenses incurred as a result of performing company tasks.

108. Defendants required Plaintiff to pay a significant amount of automobile expenses himself, including mileage expenses and related travel expenses.

109. Under Labor Code section 2802(c), Plaintiff is entitled to recover all reasonable costs, including attorney's fees, incurred in enforcing his rights granted by Section 2802.

TWELFTH CAUSE OF ACTION

[Unfair Business Practices in Violation of Business and Professions Code § 17200]

(By All Plaintiff Against All Defendants)

110. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

111. Defendants and DOES 1-50 and each of them, engaged in unfair competition by committing the following acts, including but not limited to: a) failing to pay Plaintiff, and similarly situated employees, all wages due and owing; b) failing to pay Plaintiff, and similarly situated employees, all overtime wages due and owing; c) failing to provide Plaintiff, and similarly situated employees, all their meal periods and/or premium pay for missed meal periods; d) failing to provide Plaintiff, and similarly situated employees, with all their rest periods and/or premium pay for missed rest periods; and e) failing to provide Plaintiff, and similarly situated employees, accurate itemized wage statements.

112. Defendants' conduct, as alleged above, constitutes unlawful, unfair and fraudulent activity prohibited by Business and Professions Code sections 17200, et seq.

113. As a result of their improper acts, Defendants and DOES 1-50, and each of them, have reaped and continue to reap unfair benefits and illegal profits at Plaintiff's expense.

114. Defendants and DOES 1-50, and each of them, should be made to restore to Plaintiff these gains pursuant to Business and Professions Code section 17203.

115. Defendants and DOES 1-50, and each of them, should also be subjected to penalties pursuant to Business and Professions Code section 17202 et seq.

THIRTEENTH CAUSE OF ACTION

**[Individual and Representative Claim per Labor Code §§ 2699 et seq. for
Unlawful Labor Practices in Violation of Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7,
226.8, 510, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1199 and 2802]**

(By All Plaintiff and Against All Defendants)

116. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

117. Plaintiff, and each of them, are aggrieved employees as defined in Labor Code §2699(a). They bring this cause of action on behalf of themselves and other current or former employees affected by the Labor Code violations alleged in this Complaint.

118. Pursuant to California Labor Code section 2699 et seq. the foregoing violations of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 226.8, 510, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1199 and 2802, permit Plaintiff to recover civil penalties through this current action.

119. Defendants' violations of California Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 226.8, 510, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1199 and 2802 et seq. enable Plaintiff to recover a civil penalty as aggrieved employees on behalf of themselves and on behalf of other current and former employees of Defendants.

120. Plaintiff have complied with the procedural requirements specified in California Labor Code section 2699 et seq.

121. On May 24, 2022, Plaintiff pursuant to Labor Code section 2699 et seq. through Plaintiff's attorneys, submitted their online complaint and PAGA Notice to the Labor and Workforce Development Agency. Plaintiff also served a certified copy of the May 24, 2022 complaint to Defendants on May 26, 2022.

122. Through the date of the filing of this action, the Labor and Workforce Development Agency has not notified Plaintiff or their attorneys that the agency intends to pursue the allegations set forth and identified in Plaintiff's PAGA notice.

123. Accordingly, the time periods set forth in Labor Code § 2699 et seq for the Labor and Workforce Development Agency to notify Plaintiff of its intent to pursue the allegations in Plaintiff's notice have elapsed and Plaintiff may file the instant Complaint and include a cause of action pursuant to Labor Code section 2699 et seq.

124. As a result of the aforementioned violations, Plaintiff hereby bring this cause of action on behalf of themselves and on behalf of all other current or former employees affected by the Labor Code violations alleged in this Complaint.

125. Pursuant to California Labor Code Section 2699 et seq., Plaintiff should be awarded twenty-five percent (25%) of all penalties due under California law, as well as interest, attorneys' fees, and costs.

126. Pursuant to California Labor Code Section 2699 et seq., the court should award seventy-five percent (75%) of the penalties due under California law to the State of California.

PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For unpaid wages in an amount to be proven at trial.
2. For overtime compensation in an amount to be proven at trial.
3. For meal period compensation in an amount to be proven at trial.
4. For rest period compensation in an amount to be proven at trial.
5. For waiting time penalties pursuant to Labor Code § 203.
6. For reimbursement of necessary business expenses pursuant to Labor Code §2802.

7. For one hour of additional pay for each workday that Plaintiff was denied a meal or rest period pursuant to Labor Code § 226.7.

8. For penalties pursuant to Labor Code §§ 226, 226.3, 226.8, 558, 1198.5 and where available by law.

9. For Defendants to be enjoined from the unlawful activities described herein in violation of Business and Professions Code § 17200 et seq.

10. For civil penalties, attorneys' fees, costs, and injunctive relief pursuant to Labor Code section 2699 et seq. of the Private Attorneys General Act of 2004.

11. For attorneys' fees and costs as set forth above and where available by law.

12. For punitive, treble, liquidated or other damages where available by law.

13. For injunctive relief to ensure Defendant's compliance with Labor Code Sections 226 and 1198.5.

14. For prejudgment and post-judgment interest as available by law.

15. For costs of suit incurred herein.

16. For such other and further relief as this Court may deem just and proper.

HALAVI LAW, INC.

DATED: August 22, 2022

By:


NAVEED HALAVI
Attorney for Plaintiff
DONOVAN HANSON

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PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff DONOVAN HANSON hereby demands a trial by jury.

HALAVI LAW, INC.

DATED: August 22, 2022

By:



NAVEED HALAVI
Attorney for Plaintiff
DONOVAN HANSON