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6 Attorneys for Plaintiff, FERNANDO CAMACHO,
7 on behalf of himself and all others similarly situated
and aggrieved
8**9 SUPERIOR COURT OF THE STATE OF CALIFORNIA****10 FOR THE COUNTY OF LOS ANGELES – STANLEY COURTHOUSE****11** FERNANDO CAMACHO, on behalf of
12 himself and all others similarly situated
and aggrieved,
13**14** Plaintiff,
15**16** v.
17**18** PREMIUM ELECTRIC CORP., a California
corporation; and DOES 1 through 100,
inclusive,
19**20** Defendants.
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28CASE NO.: **22STCV26878****CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. VIOLATION OF LABOR CODE 227.3;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION; and
10. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(2004) FOR VIOLATIONS OF LABOR
CODE SECTIONS 210, 226.3, 558, 1174.5,
1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

COMES NOW p plaintiff FERNANDO CAMACHO (“MR. CAMACHO” or “Plaintiff”),
on behalf of himself and all others similarly situated and aggrieved, and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and all other current and formerly similarly situated employees employed by or formerly employed by PREMIUM ELECTRIC CORP. (“PREMIUM ELECTRIC”) and any of its subsidiaries or affiliated companies within the State of California (collectively with DOE defendants as further defined below, “Defendants”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

1. Plaintiff, Mr. Camacho is a resident of the State of California. At all relevant times herein, Mr. Camacho is informed and believes, and based thereon alleges, that Defendants employed him as a non-exempt employee, with duties that included, but were not limited to, repairing, sorting, and stacking wooden pallets. Mr. Camacho is informed and believes, and based thereon alleges, that he worked for Defendants from approximately July of 2019 through approximately August of 2021. Mr. Camacho is informed and believes that Defendants paid (or purported to pay) him on an hourly basis.

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1 causes of action complained of herein arose, where Defendants, or some of them, have their
2 principal place of business. It is also the county in which the employment relationship began, the
3 county in which performance of the employment contract, or part of it, between Plaintiff and
4 Defendants was due to be performed, was actually performed, and was breached by Defendants.
5 Finally, venue is proper in Los Angeles County as the unlawful acts alleged herein have a direct
6 effect on Plaintiff and those similarly situated within Los Angeles County and the State of
7 California, and because Defendants employ numerous Class Members in Los Angeles County and
8 the State of California.

9 8. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by
10 Defendants during the applicable statutory period and suffered one or more of the Labor Code
11 violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of himself and all
12 other aggrieved current and former employees of Defendants, the civil penalties provided by
13 PAGA plus reasonable attorneys’ fees and costs, as the term “civil penalty” is defined under *ZB*
14 *N.A. v. Superior Court* (2019) 8 Cal.5th 175.

15 9. Plaintiff seeks to recover the PAGA civil penalties through a representative action
16 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
17 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
18 PAGA allegations described herein is not required.

19 10. During the period beginning one (1) year preceding the provision of notice to the
20 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
21 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3,
22 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.5, among others.

23 11. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
24 such as Plaintiff, on behalf of themselves and all other aggrieved current and former employees
25 within the statutory period, to bring a civil action to recover civil penalties pursuant to the
26 procedures specified in Labor Code section 2699.3.

27 12. On or around May 19, 2022, Plaintiff provided written notice under Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

1 of various, including the herein-described, provisions of the Labor Code, to the Labor and
2 Workforce Development Agency (“LWDA”), as well as by certified mail, with return receipt
3 requested to Defendants, and each of them.

4 13. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
5 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
6 calendar days of the May 19, 2022 postmarked date of the herein-described notice sent by Plaintiff
7 to the LWDA and Defendants.

8 14. On April 6, 2020, the Judicial Council of California approved Appendix I –
9 Emergency Rules Related to COVID-19. Pursuant to the Amended Emergency Rule 9 of the
10 California Rules of Court, subdivision (a), the statutes of limitations and repose for civil causes of
11 action are tolled from April 6, 2020 until October 1, 2020.

12 **FACTUAL BACKGROUND**

13 15. For at least four (4) years prior to the filing of this Action and continuing to the
14 present, Defendants have had a consistent policy or practice of failing to pay overtime wages to
15 Plaintiff and other non-exempt employees in the State of California in violation of California state
16 wage and hour laws as a result of, without limitation, Plaintiff and all other similarly situated
17 employees working more than eight (8) hours in a workday, twelve (12) hours in a workday, more
18 than forty (40) hours in a workweek, and/or seven (7) consecutive workdays in a workweek
19 without being properly compensated for hours worked in excess of (8) hours per day in a workday,
20 twelve (12) hours in a workday, more than forty (40) hours in a workweek, and/or on the seventh
21 consecutive workday in a workweek by, among other things, failing to accurately track and/or pay
22 for all hours actually worked; engaging, suffering, or permitting employees to work off the clock;
23 requiring employees to clock out for rest periods; detrimentally rounding, shaving, and/or
24 manipulating time entries; and failing to pay overtime at the proper rate of overtime pay to the
25 detriment of Plaintiff and all other similarly situated employees.

26 16. For at least four (4) years prior to the filing of this Action and continuing to the
27 present, Defendants have had a consistent policy or practice of failing to pay minimum wages to
28 Plaintiff and other non-exempt employees in the State of California in violation of California state

1 wage and hour laws as a result of, among other things, failing to accurately track and/or pay for all
2 hours actually worked; engaging, suffering, or permitting employees to work off the clock;
3 requiring employees to clock out for rest periods; and detrimentally rounding, shaving or
4 manipulating time entries to the detriment of Plaintiff and all other similarly situated employees.

5 17. For at least four (4) years prior to the filing of this Action and continuing to the
6 present, Defendants have had a consistent policy or practice of failing to provide Plaintiff and all
7 other similarly situated employees or former employees within the State of California a thirty (30)
8 minute, uninterrupted, and timely meal period for days on which the employees worked more than
9 five (5) hours in a workday; a second thirty (30) minute, uninterrupted, and timely meal period for
10 days on which employees worked in excess of ten (10) hours in a workday; and/or compensation
11 for such unprovided meal periods as required by California wage and hour laws.

12 18. For at least four (4) years prior to the filing of this Action and continuing to the
13 present, Defendants have had a consistent policy or practice of failing to provide Plaintiff and all
14 other similarly situated employees or former employees within the State of California paid, timely,
15 and uninterrupted rest periods of at least ten (10) minutes per four (4) hours worked or major
16 fraction thereof and/or compensation for such unprovided rest periods as required by California
17 wage and hour laws.

18 19. For at least three (3) years prior to the filing of this action and continuing to the
19 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them,
20 the full amount of their wages owed to them upon termination and/or resignation as required by
21 Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
22 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

23 20. For at least one (1) year prior to the filing of this Action and continuing to the
24 present, Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them,
25 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
26 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate; the name and address of the legal entity that is the
28 employer; and other such information as required by Labor Code section 226, subdivision (a). As

1 a result thereof, Defendants have further failed to furnish employees with an accurate calculation
2 of gross and gross wages earned, as well as gross and net wages paid.

3 21. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly
5 situated employees or former employees within the State of California with compensation at their
6 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

7 22. For at least three (3) years prior to the filing of this Action and continuing to the
8 present, Defendants had and have a policy or practice of failing to reimburse Plaintiff and other
9 aggrieved employees for their costs incurred in purchasing and/or providing unreturned deposits
10 for mandatory work uniforms; laundering mandatory work uniforms; mileage and/or gas costs
11 incurred in driving personal vehicles for work-related purposes; using cellular phones for work-
12 related purposes; and purchasing tools, including but not limited to specialized electric power
13 tools and hand tools, necessary to perform work duties, as required by Labor Code section 2802.

14 23. Plaintiff, on behalf of himself and all other similarly situated employees, bring this
15 Action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226,
16 226.7, 510, 512, 1194, 1194.2, 1197, 1198.5, and California Code of Regulations, Title 8, section
17 11010, seeking, *inter alia*, overtime wages, minimum wages, premium wages for missed meal and
18 rest periods, penalties, and reasonable attorneys' fees and costs.

19 24. Plaintiff, on behalf of himself and all other similarly situated employees, pursuant
20 to California Business and Professions Code sections 17200 through 17208, also seeks
21 injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the
22 establishment of appropriate and effective means to prevent further violations, as well as all
23 monies owed but withheld and retained by Defendants to which Plaintiff and members of the
24 Class are entitled.

25 25. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
27 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
28 Employees with the rates of pay and overtime rates of pay applicable to their employment;

allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes this violation further involves mandatory payroll or workplace injury reporting.

26. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation Labor Code section 246, *et seq.*), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and all other Aggrieved Employees. Plaintiff is informed and believes this violation further involves mandatory payroll reporting.

27. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month."

28. At all relevant times mentioned herein, Defendants had and have a policy or practice of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Defendants for purposes of competing with Defendants, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Defendants and under what circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed and believes that this policy and/or practice violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

29. Defendants had and have a policy or practice of preventing Plaintiff and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Defendants

1 to their managers or outside to private attorneys or government officials, among others, in
2 violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code
3 section 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described
4 policies and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing
5 information about unsafe or discriminatory working conditions, or about wage and hour violations
6 in violation of Labor Code section 232 and 232.5.

7 30. Defendants had and have a policy or practice of preventing Plaintiff and/or other
8 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating
9 state statutes entitling employees to disclose wages, working conditions, and illegal conduct,
10 including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and
11 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the
12 exercise of Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of
13 speech and economic liberty.

14 31. Plaintiff, in his representative capacity, seeks civil penalties under Labor Code
15 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
16 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
17 Employees pursuant to PAGA.

18 **CLASS ACTION ALLEGATIONS**

19 32. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class
20 action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all
21 current and former non-exempt employees of Defendants within the State of California at any time
22 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that
23 notice of the class action is provided to the class (collectively referred to as "Class Members").

24 33. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision
25 (b) to amend or modify the class description with greater specificity, further divide the defined
26 class into subclasses, and to further specify or limit the issues for which certification is sought.

27 34. This action has been brought and may properly be maintained as a class action
28 under the provisions of Code of Civil Procedure section 382 because there is a well-defined

community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

35. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

36. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

37. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than the applicable minimum wage?
- C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?
- D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor
2 Code section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to pay Class Members in a timely fashion as required under
6 Labor Code section 204?
- 7 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
8 losses incurred in direct consequence of the discharge of their duties or by
9 obedience to the directions of Defendants as required under Labor Code section
10 2802?
- 11 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
12 with compensation at their final rate of pay for vested paid vacation time.
- 13 M. Did Defendants violate the Unfair Competition Law, Business and Professions
14 Code section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 15 N. Are Class Members entitled to restitution of wages under Business and Professions
16 Code section 17203?
- 17 O. Are Class Members entitled to costs and attorneys' fees?
- 18 P. Are Class Members entitled to interest?

19 **C. Typicality**

20 38. The claims of Plaintiff herein alleged are typical of those claims which could be
21 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
22 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
23 damages arising out of and caused by Defendants' common course of conduct in violation of laws
24 and regulations that have the force and effect of law and statutes as alleged herein.

25 **D. Adequacy of Representation**

26 39. Plaintiff will fairly and adequately represent and protect the interest of Class
27 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
28 hour class actions.

1 E. **Superiority of Class Action**

2 40. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
4 questions of law and fact common to Class Members predominate over any questions affecting
5 only individual Class Members. Class Members, as further described therein, have been damaged
6 and are entitled to recovery by reason of Defendants’ policies and/or practices that have resulted in
7 the violation of the Labor Code at times, as set out herein.

8 41. Class action treatment will allow Class Members to litigate their claims in a manner
9 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware
10 of any difficulties that are likely to be encountered in the management of this action that would
11 preclude its maintenance as a class action.

12 **FIRST CAUSE OF ACTION**

13 **(Failure to Pay Overtime Wages – Against All Defendants)**

14 42. Plaintiff realleges and incorporates by reference all of the allegations contained in
15 the preceding paragraphs as though fully set forth hereat.

16 43. At all relevant times, Plaintiff and Class Members were employees or former
17 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as
18 applicable Wage Orders.

19 44. At all times relevant to this Complaint, Labor Code section 510 was in effect and
20 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
21 one workday and any work in excess of forty hours in any one workweek . . . shall be
22 compensated at the rate of no less than one and one-half times the regular rate of pay for an
23 employee.”

24 45. At all times relevant to this Complaint, Labor Code section 510 further provided
25 that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than
26 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
27 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
28 rate of pay.”

46. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off the clock; requiring employees to clock out for rest periods; detrimentally rounding, shaving, and/or manipulating time entries; and failing to pay overtime at the proper rate of overtime pay to the detriment of Plaintiff and all other similarly situated employees.

47. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

48. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

49. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

50. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

51. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

52. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage by, among other things, engaging, suffering, or permitting employees to work off the clock; requiring employees to clock out for rest periods; and detrimentally rounding, shaving or manipulating time entries to the detriment of Plaintiff and all other similarly situated employees, to the detriment of Plaintiff and Class Members.

53. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

54. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

55. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

56. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

58. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free

1 uninterrupted meal periods every five hours of work without waiving the right to take them, as
2 permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class
3 Member's regular rate of compensation on the occasions that Class Members were not provided
4 compliant meal periods.

5 59. By their failure to provide Plaintiff and Class Members compliant meal periods as
6 contemplated by Labor Code section 512, among other California authorities, and failing to
7 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
8 violated the provisions of Labor Code section 512 and applicable Wage Orders.

9 60. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
11 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

12 61. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
13 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
14 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and
15 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

16 **FOURTH CAUSE OF ACTION**

17 **(Failure to Provide Rest Periods – Against All Defendants)**

18 62. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 63. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by applicable Wage Orders.

22 64. California law and applicable Wage Orders require that employers "authorize and
23 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
24 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
25 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
26 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20)
27 minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be
28 provided thirty (30) minutes of paid rest period.

65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

66. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

67. By their failure to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

69. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

70. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

71. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

1 72. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
2 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
3 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
4 discharge immediately upon termination. Class Members who resigned were entitled to payment
5 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of
6 resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages
7 earned and unpaid at the time of resignation.

8 73. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
9 years before the filing of the Complaint in this Action through the present, Defendants, due to the
10 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
11 Members all wages earned prior to resignation or termination in accordance with Labor Code
12 sections 201 or 202.

13 74. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
14 Class Members all wages earned prior to termination or resignation in accordance with Labor
15 Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by
16 Plaintiff and Class Members at the time of termination in accordance with Labor Code sections
17 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of
18 Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to
19 termination or resignation.

20 75. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
21 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
22 resignation, until paid, up to a maximum of thirty (30) days.

23 76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount subject to proof, to the extent they were not paid for all wages
25 earned prior to termination or resignation.

26 77. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
27 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
28 waiting time penalties, interest, and their costs of suit, as well.

1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

3 78. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 79. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

7 80. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
8 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
9 itemized statement that accurately reflects, among other things, gross wages earned; total hours
10 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate; and the name and address of the legal
12 entity that is the employer, among other things.

13 81. Plaintiff is informed and believes, and based thereon alleges, that in the one (1)
14 year before the filing of the Complaint in this Action through the present, Defendants failed to
15 comply with Labor Code section 226, subdivision (a) by adopting policies and practices that
16 resulted in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized
17 statements that accurately reflect, among other things, gross wages earned; total hours worked; net
18 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked at each hourly rate; and the name and address of the legal entity that is
20 the employer, among other things.

21 82. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
22 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
23 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
24 provided wage statements that Defendants knew were not accurate.

25 83. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
26 suffered injury. The absence of accurate information on Class Members' wage statements at times
27 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
28 mathematical computations to determine the amount of wages owed; causes difficulty and expense

1 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
2 about wages and amounts deducted from wages to state and federal governmental agencies, among
3 other things.

4 84. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
5 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
6 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
7 pay period, not to exceed an aggregate \$4,000.00 per employee.

8 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
9 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
10 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
11 attorneys' fees, and costs of suit.

12 **SEVENTH CAUSE OF ACTION**

13 **(Violation of Labor Code § 227.3 – Against All Defendants)**

14 86. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
15 the preceding paragraphs of this Complaint as though fully set forth hereon.

16 87. According to Labor Code section 227.3, whenever a contract of employment or
17 employer policy provides for paid vacations, and an employee is terminated without having taken
18 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
19 accordance with such contract of employment or employer policy respecting eligibility or time
20 served.

21 88. Plaintiff is informed and believes, and based thereon alleges that, at all times
22 relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid
23 vacations, and that Plaintiff's employment contract with Defendants included paid vacations.

24 89. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly
26 situated employees or former employees within the State of California with compensation at their
27 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

28 / / /

90. As a proximate result of Defendants' failure to pay vested vacation at the final rate of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

91. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

92. Plaintiff reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

93. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

94. Labor Code section 2802, subdivision (a) provides that “an employer shall 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 . . .”

95. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools, including but not limited to specialized electric power tools and hand tools, necessary to perform work duties.

96. During that time period, Plaintiff is informed and believes, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class Members for those losses and/or expenditures.

97. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

98. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

99. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

100. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

101. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and all other similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiffs and all other similarly situated Class Members have been deprived of, among other things, overtime and minimum wage compensation; provision of meal and rest breaks, or compensation in lieu thereof; provision of all wages upon termination or resignation; accurate wage statements; and inspection of complete sets of documents to which they are entitled under Labor Code sections 226 and 1198.5.

102. Pursuant to Business and Professions Code section 17203, Plaintiffs and all other similarly situated Class Members are entitled to restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and all other similarly situated Class

Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

103. Plaintiff and all other similarly situated Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

TENTH CAUSE OF ACTION

(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)

104. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

105. At all relevant times herein, Labor Code section 204, requires and required that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

106. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

107. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of

1 Labor Code section 204.

2 Civil Penalties Under Labor Code § 226.3

3 108. Defendants had and have a policy or practice of failing to comply with Labor Code
4 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
5 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
6 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate; and other such information as required
8 by Labor Code section 226, subdivision (a).

9 109. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
10 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
11 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
12 for each violation in a subsequent citation, for which the employer fails to provide the employee a
13 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

14 110. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
15 this section are in addition to any other penalty provided by law.”

16 111. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
17 and have a policy or practice of failing to furnish non-exempt employees, including, without
18 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
19 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period
20 and the corresponding number of hours worked at each hourly rate; and other such information as
21 required by Labor Code section 226, subdivision (a).

22 112. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
23 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
24 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
25 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
26 period for each subsequent violation.

27 / / /

28 / / /

1 Violation of Labor Code § 558

2 113. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other
3 person acting on behalf of an employer who violates, or causes to be violated . . . any provision
4 regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject
5 to a civil penalty as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
7 and for each pay period for which the employee was underpaid in addition to an
8 amount sufficient to recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid in
11 addition to an amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee.

14 114. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein,
16 including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay
17 and overtime rates of pay applicable to their employment, allowances claimed as part of the
18 minimum wage, the regular payday designated by Employer, the name of the employer, including
19 any “doing business as” names used, the name, address and telephone number of the workers’
20 compensation insurance carrier, information regarding paid sick leave, and other pertinent
21 information.

22 115. As a direct and proximate result of the herein-described Labor Code violations,
23 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to
24 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
25 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one
26 hundred dollars (\$100) for each Aggrieved Employee per pay period for each subsequent
27 violation.

28 / / /

Violation of Labor Code § 1174.5

116. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

117. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

118. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

119. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

120. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold
2 employment under Labor Code section 432, personnel records under Labor Code section 1198.5,
3 and time records under Labor Code section 1174.

4 121. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
6 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of
7 five hundred dollars (\$500) per violation per Aggrieved Employee.

8 Violation of Labor Code § 1197.1

9 122. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
10 person acting either individually or as an officer, agent, or employee of another person, who pays
11 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
12 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
13 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
14 Section 203 as follows:

15 A. For any initial violation that is intentionally committed, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for which the employee is
17 underpaid. This amount shall be in addition to an amount sufficient to recover
18 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
19 applicable penalties imposed pursuant to Section 203.

20 B. For each subsequent violation for the same specific offense, two hundred
21 fifty dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is intentionally
23 committed. This amount shall be in addition to an amount sufficient to recover
24 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
25 applicable penalties imposed pursuant to Section 203.

26 C. Wages, liquidated damages, and any applicable penalties imposed pursuant
27 to Section 203, recovered pursuant to this section shall be paid to the affected
28 employee."

123. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages.

124. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

125. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code 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 pursuant to the procedures specified in Labor Code section 2699.3.

126. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

127. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendants,

1 the name of the employer, including any “doing business as” names used, the name, address and
2 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
3 leave, and other pertinent information required to be disclosed by Employer under Labor Code
4 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of
5 paid sick leave required to be provided pursuant to California and local laws.

6 128. Moreover, Plaintiff and other Aggrieved Employees within the State of California
7 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
8 connection with their herein-described claims for civil penalties.

9 **DEMAND FOR A JURY TRIAL**

10 A. Plaintiff demands a trial by jury on all causes of action contained herein.

11 **PRAYER**

12 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff prays for
13 judgment against Defendants as follows:

- 14 A. An Order certifying this case as a Class Action;
- 15 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
16 counsel as Class Counsel;
- 17 C. Damages for all wages earned and owed, including minimum and overtime wages
18 under Labor Code sections 203, 510, 1194, 1197, 1199 and 2810.3;
- 19 D. Liquidated damages pursuant to Labor Code section 1194.2 and 2810.3;
- 20 E. Damages for unpaid premium wages from missed meal and rest periods under,
21 among other Labor Code sections, 512, 226.7 and 2810.3;
- 22 F. Penalties for inaccurate wage statements under Labor Code sections 226,
23 subdivision (e) and 2810.3;
- 24 G. Damages for unpaid penalty wages under Labor Code sections 203 and 2810.3;
- 25 H. Waiting time penalties under Labor Code sections 203 and 2810.3;
- 26 I. Penalties for failure to timely permit inspection of documents under Labor Code
27 sections 226, subdivision (b) and 2810.3;
- 28 J. Penalties for failure to timely permit inspection of documents under Labor Code

sections 1198.5 and 2810.3;

K. Preliminary and permanent injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations;

L. Restitution under Business and Professions Code section 17203;

M. Pre-judgment and post-judgment interest at the maximum rate allowed by law;

N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

P. For costs of suit incurred herein;

Q. For reasonable attorneys' fees; and

R. For such other and further relief as the Court deems just and proper.

Dated: August 18, 2022

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BY: Robert Payaslyan

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ROBERT PAYASLYAN

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