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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

CHRISTOPHER JAMES JR DEPRATER, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

NJD CONSTRUCTION, INC., a California
Corporation; BLACK CASTLE
CONSTRUCTION, INC., a California
Corporation; NATHAN DAVENPORT, an
Individual; NATHAN MCKENZIE, an
Individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CV-25-003960

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.* FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM AND/OR
PREVAILING WAGES;
3. FAILURE TO PROVIDE MEAL
PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. FAILURE TO PAY TIMELY WAGES;
7. WAGE STATEMENT VIOLATIONS;
8. FAILURE TO ADOPT A COMPLIANT
SICK PAY/PAID TIME OFF POLICY;
9. FAILURE TO IDEMNIFY; and
10. UNFAIR COMPETITION
11. PENALTIES PURSUANT TO LABOR
CODE § 2699, *et seq.*

DEMAND FOR JURY TRIAL
[Amount in Controversy Exceeds \$35,000.00]

COMES NOW, Plaintiff CHRISTOPHER JAMES JR DEPRATER (“Plaintiff”), on behalf of himself and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a First Amended Class and Representative Action, pursuant to Code of Civil Procedure section 382, against NJD CONSTRUCTION, INC. (“NJD”) and BLACK CASTLE CONSTRUCTION, INC. (“Black Castle”), and any of their respective subsidiaries or affiliated companies within the State of California (NJD and Black Castle with Nathan Davenport and Nathan McKenzie and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, traveling to the designated worksite(s) to use machinery to dig into the ground and install fiber optic cables within the State of California. Plaintiff is informed and believes, and based thereon alleges that Plaintiff worked for Defendants from approximately July 2024, through September 2024.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant NJD is, and at all times relevant hereto, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Stanislaus, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant BLACK CASTLE is, and at all times, relevant hereto, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Stanislaus, State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant NATHAN DAVENPORT (“Davenport”) is, and at all times relevant hereto was, an individual residing in

1 California, as well as an Owner for NJD and/or Black Castle, and DOES 1 through 100, as further
2 defined below. Plaintiff is further informed and believes and based thereon alleges that Davenport
3 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
4 provisions in violation of Labor Code section 558.1.

5 6. Plaintiff is informed and believes and based thereon alleges that defendant
6 NATHAN MCKENZIE (“McKenzie”) is, and at all times relevant hereto was, an individual residing
7 in California, as well as an Owner for NJD and/or Black Castle, and DOES 1 through 100, as further
8 defined below. Plaintiff is further informed and believes and based thereon alleges that McKenzie
9 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
10 provisions in violation of Labor Code section 558.1.

11 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
13 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
16 Plaintiff will seek leave of court to amend this First Amended Complaint (the “Complaint”) to reflect
17 the true names and capacities of the defendants designated hereinafter as DOES when such identities
18 become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant
19 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
21 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
22 to “Defendants,” it shall include NJD and Black Castle and any of their parent, subsidiary, or
23 affiliated companies within the State of California, as well as Davenport and McKenzie, and DOES
24 1 through 100 identified herein.

25 **JOINT LIABILITY ALLEGATIONS**

26 8. Plaintiff is informed and believes and based thereon alleges that all the times
27 mentioned herein, each of the Defendants were the agent, principal, employee, employer,
28 representative, joint venture or co-conspirator of each of the other defendants, either actually or

1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

3 9. All of the acts and conduct described herein of each and every corporate defendant
4 was duly authorized, ordered, and directed by the respective and collective defendant corporate
5 employers, and the officers and management-level employees of said corporate employers. In
6 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
7 their said employees, agents, and representatives, and each of them; and upon completion of the
8 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
9 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
10 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
11 aforementioned corporate employees, agents and representatives.

12 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
13 unity of interest and ownership between Defendants, and each of them, that their individuality and
14 separateness have ceased to exist.

15 11. Plaintiff is informed and believes, and based thereon alleges that despite the
16 formation of the purported corporate existence of NJD and/or Black Castle, and DOES 1 through
17 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with
18 Davenport, McKenzie, and DOES 51 through 100 ("Individual Defendants"), and each of them, due
19 to, but not limited to, the following reasons:

20 a. The Alter Ego Defendants are completely dominated and controlled by the
21 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
22 as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego
23 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
24 inequitable purpose;

25 b. The Individual Defendants derive actual and significant monetary benefits
26 by and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants
27 as the funding source for the Individual Defendants' own personal expenditures;
28

1 c. Plaintiff is informed and believes and thereon alleges that the Individual
2 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
3 as though separate and distinct for purposes of perpetrating fraud, circumventing a statute, or
4 accomplishing some other wrongful or inequitable purpose;

5 d. Plaintiff is informed and believes and thereon alleges that the business
6 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
7 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
8 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
9 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
10 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
11 times mentioned herein were, the alter egos of the Individual Defendants;

12 e. The recognition of the separate existence of the Individual Defendants and
13 the Alter Ego Defendants would promote injustice insofar that it would permit defendants to
14 insulate themselves from liability to Plaintiff for violations of the California Government Code,
15 Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants
16 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
17 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

18 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
19 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must
20 be disregarded;

21 g. As a result of the aforementioned facts, among others, Plaintiff is informed
22 and believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants,
23 and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
24 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services
25 for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared
26 control of Plaintiff and all other similarly situated employees, either directly or indirectly, and in the
27 manner in which defendants' business was and is conducted.

28 12. As a result of the aforementioned facts, Plaintiff is informed and believes, and based

1 thereon alleges that Defendants, and each of them, are joint employers.

2 **JURISDICTION**

3 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
4 of Civil Procedure section 410.10.

5 14. Venue is proper in Stanislaus County, California pursuant to Code of Civil Procedure
6 sections 392, et seq. because, among other things, Stanislaus County is where the causes of action
7 complained of herein arose; the county in which the employment contract, or part of it, between
8 Plaintiff and/or Class Members, or some of them, and Defendants was due to be performed; the
9 county in which the employment contract, or part of it, between Plaintiff and/or Class Members, or
10 some of them, and Defendants was actually performed. Moreover, the unlawful acts alleged herein
11 have a direct effect on Plaintiff and Class Members in Stanislaus County, and because Defendants
12 employ numerous Class Members in Stanislaus County.

13 **FACTUAL BACKGROUND**

14 15. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
16 some of them, in violation of California state wage and hour laws as a result of, without limitation,
17 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
18 seven consecutive work days in a work week without being properly compensated for hours worked
19 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
20 worked on the seventh consecutive work day in a work week by, among other things, failing to,
21 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the
22 detriment of Plaintiff and Class Members including, without limitation, due to engaging, suffering,
23 or permitting Plaintiff and Class Members to work off the clock, by failing to accurately track and/or
24 pay for all hours actually worked at the proper overtime rate of pay to the to the detriment of Plaintiff
25 and Class Members. As such, Defendants did not account for all the time worked by Plaintiff and
26 Class Members, when calculating the number of hours worked to determine how many hours of
27 overtime wages were and are owed.

28 16. For at least four (4) years prior to the filing of this Action and continuing to the

1 present, Defendants have failed to pay minimum and/or prevailing wages to Plaintiff and Class
2 Members, or some of them, in violation of California state wage and hour laws as a result of, among
3 other things, failing to accurately track and/or pay for all hours actually worked at their regular rate
4 of pay that is above the minimum and/or prevailing wage to the detriment of Plaintiff and Class
5 Members.

6 17. For at least four (4) years prior to the filing of this Action and continuing to the
7 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
8 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
9 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
10 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
11 unprovided meal periods as required by California wage and hour laws due to, without limitation,
12 failing to authorize a compliant meal period, pressuring Plaintiff and Class Members to clock-out
13 for meal periods and continue working without receiving a compliant meal period, and by calling
14 and/or texting employees, at times and if applicable, on their personal telephones during what should
15 be an uninterrupted meal period.

16 18. For at least four (4) years prior to the filing of this action and continuing to the
17 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
18 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
19 thereof and failed to provide compensation for such unprovided rest periods as required by
20 California wage and hour laws due to, without limitation, failing to authorize a compliant rest period,
21 pressuring Plaintiff and Class Members to continue to work through their rest periods, and by calling
22 and/or texting employees, at times and if applicable, on their personal telephones during what should
23 be an uninterrupted rest period.

24 19. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
26 authorized cooldown rest periods in the shade as required under California Code of Regulations,
27 Title 8, section 3395 *et seq.*, due to, without limitation, pressuring Plaintiff and Class Members to
28 continue to work without any cooldown rest periods in the shade to protect themselves from

1 overheating.

2 20. For at least three (3) years prior to the filing of this action and continuing to the
3 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
4 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
5 sections 201, 202, and 203 including for, without limitation, Defendants' failing to pay overtime
6 wages, minimum and/or prevailing wages, and premium wages.

7 21. For at least three (3) years prior to the filing of this action and continuing to the
8 present, Defendants have failed to pay Plaintiff and Class Members, the full amount of their wages
9 owed as required by Labor Code section 204. Labor Code section 204 expressly requires employers
10 who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages "not more than
11 seven calendar days following the close of payroll period." Due to Defendants' failure to pay
12 Plaintiff and Class Members all overtime, minimum and/or prevailing wage compensation, and meal
13 and rest period premiums as described above, Defendants failed to timely pay its employees within
14 seven calendar days following the close of payroll on a regular and consistent basis. Furthermore,
15 Labor Code section 210 provides that "in addition to, an entirely independent and apart from, any
16 other penalty provided in this article, every person who fails to pay the wages of each employee as
17 provided in sections ... 204 ... shall be subject to a civil penalty as follows: (1) for any initial
18 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for each subsequent
19 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
20 each employee, plus 25% of the amount unlawfully withheld."

21 22. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for the
23 costs incurred in the use of cellular phones for work-related purposes.

24 23. For at least three (3) years prior to the filing of this action and continuing to the
25 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, paid sick
26 days in accordance with Labor Code section 246 *et seq.*, stating in part, "an employee who, on or
27 after July 1, 2015, works in California for the same employer for 30 or more days within a year from
28 the commencement of employment is entitled to paid sick days as specified in this An employee

1 shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning
2 at the commencement of employment or the operative date of this article, whichever is later”
3 Here, Defendants have a continuous and consistent policy of depriving Plaintiff and Class Members
4 with the appropriate paid sick days pursuant to section 246, discussed herein.

5 24. For at least one (1) year prior to the filing of this Action and continuing to the present,
6 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
7 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate; the name and address of the legal entity that is the employer, and other
10 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
11 Defendants have failed to furnish employees with an accurate calculation of gross and gross wages
12 earned, as well as gross and net wages paid, and other information described herein.

13 25. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
14 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
15 226.3, 226.7, 233, 234, 246, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 1774, 1775,
16 2810.5, applicable Wage Order(s), and California Code of Regulations, Title 8, section 3395,
17 seeking overtime wages, minimum and/or prevailing wages, payment of premium wages for missed
18 meal and rest periods, waiting time penalties, wage statement penalties, failure to indemnify, other
19 such provisions of California law, and reasonable attorneys’ fees and costs.

20 26. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, pursuant to
21 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
22 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
23 appropriate and effective means to prevent further violations, as well as all monies owed but
24 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
25 restitution of amounts owed.

26 **CLASS ACTION ALLEGATIONS**

27 27. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
28 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current

1 and former non-exempt employees of Defendants within the State of California at any time and at
2 any location commencing four (4) years preceding the filing of Plaintiff's complaint up until the
3 time that notice of the class action is provided to Class Members.

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

7 29. This action has been brought and may properly be maintained as a class action under
8 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
9 of interest in the litigation and the proposed Class is easily ascertainable.

10 **A. Numerosity**

11 30. The potential Class Members as defined are so numerous that joinder of all the
12 members of the Class is impracticable. While the precise number of Class Members has not been
13 determined yet, Plaintiff is informed and believes that there are over one hundred (100) Class
14 Members employed or formerly employed by Defendants within the State of California.

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

19 **B. Commonality**

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

- 22 A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to
23 pay wages to Plaintiff and Class Members for all hours worked?
- 24 B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
25 worked at a proper overtime rate of pay?
- 26 C. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
27 for all other time worked at the employee's regular rate of pay and a rate of pay that
28 is greater than the applicable minimum wage?

- 1 D. Did Defendants violate Labor Code sections 1174 and 1175 by failing to pay Plaintiff
2 and Class Members the prevailing rates of wages to all workers employed in the
3 execution or furtherance of California's Middle Mile Project or Middle Mile
4 Broadband Initiative?
- 5 E. Did Defendants violate Labor Code section 512 by not authorizing or permitting
6 Plaintiff and Class Members to take compliant meal periods?
- 7 F. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
8 Class Members with additional wages for missed or interrupted meal periods?
- 9 G. Did Defendants violate applicable Wage Orders by not authorizing or permitting
10 Plaintiff and Class Members to take compliant rest periods?
- 11 H. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
12 Class Members with additional wages for missed or interrupted rest periods?
- 13 I. Did Defendants violate California Code of Regulations, Title 8, Section 3395 by
14 failing to permit Plaintiff and Class Members from taking cooldown rest periods in
15 the shade?
- 16 J. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
17 Class Members with additional wages for failing to permit cooldown rest periods?
- 18 K. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
19 and Class Members upon termination or resignation all wages earned?
- 20 L. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
21 under Labor Code section 203?
- 22 M. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
23 Members timely wages during their employment?
- 24 N. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
25 section 210?
- 26 O. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
27 Plaintiff and Class Members with accurate wage statements?
- 28 P. Did Defendants violate Labor Code section 233, 234, and 246 by failing to adopt or

1 provide paid sick leave in accordance with the California Labor Code?

2 Q. Did Defendants fail to indemnify Class Members for all necessary expenditures or
3 losses incurred in direct consequence of the discharge of their duties or by obedience
4 to the directions of Defendants as required under Labor Code section 2802?

5 R. Did Defendants violate the Unfair Competition Law, Business and Professions Code
6 section 17200, *et seq.*, by their unlawful practices as alleged herein?

7 S. Whether Defendants are liable for penalties under Labor Code section 2699, *et seq.*?

8 T. Are Class Members entitled to restitution of wages under Business and Professions
9 Code section 17203?

10 U. Are Class Members entitled to costs and attorneys' fees?

11 V. Are Class Members entitled to interest?

12 **C. Typicality**

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

18 **D. Adequacy of Representation**

19 34. Plaintiff will fairly and adequately represent and protect the interest of Class
20 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
21 hour class actions.

22 **E. Superiority of Class Action**

23 35. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
25 questions of law and fact common to Class Members predominate over any questions affecting only
26 individual Class Members. Class Members, as further described therein, have been damaged and
27 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
28 violation of the Labor Code as set out herein.

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

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

37. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

38. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Order(s).

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

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

41. 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, Defendants occasionally failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members, as discussed above.

42. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)

1 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
2 properly compensating overtime wages at the proper overtime rate of pay, Defendants, willfully
3 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC
4 Wage Order(s), and California law.

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

9 **SECOND CAUSE OF ACTION**

10 **(Failure to Pay Minimum and/or Prevailing Wages – Against All Defendants)**

11 44. Plaintiff re-alleges and incorporates by reference the allegations contained in the
12 preceding paragraphs as though fully set forth herein.

13 45. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage
15 Order(s).

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

19 47. Defendants violated Labor Code section 1774 through its consistent policy of failing
20 to pay Plaintiff and Class Members the prevailing wage for all of their hours worked. Section 1774
21 provides, "the contractor to whom the contract is awarded, and any subcontractor under him, shall
22 not pay less than the specified prevailing rates of wages to all workmen employed in the execution
23 of the contractor." Further, Labor Code section 1775 provides, in part, "[t]he contractor and any
24 subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose
25 behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each
26 calendar day, or portion thereof, for each worker paid less than the prevailing wage rates ..."

27 48. For four (4) years prior to the filing of the Complaint in this Action through the
28 present, Defendants failed to accurately track and/or pay for all hours actually worked at their

1 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.
2 Further, Defendants failed to properly pay Plaintiff and Class Members the prevailing wage for
3 performing services for Defendants pursuant to California's Middle Mile Project or Middle Mile
4 Broadband Initiative

5 49. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
6 suffered damages in an amount, subject to proof, to the extent they were not paid minimum and/or
7 prevailing wages for all hours worked or otherwise due.

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

12 **THIRD CAUSE OF ACTION**

13 **(Failure to Provide Meal Periods – Against All Defendants)**

14 51. Plaintiff re-alleges and incorporates by reference the allegations contained in the
15 preceding paragraphs as though fully set forth herein.

16 52. At all relevant times, Plaintiff and Class Members were employees or former
17 employees of Defendants covered by Labor Code section 512 and applicable Wage Order(s).

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

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

28 55. For four (4) years prior to the filing of the Complaint in this Action through the

1 present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free
2 uninterrupted meal periods every five hours of work without waiving the right to take them, as
3 permitted. Moreover, on occasion, Defendants failed to provide one (1) additional hour of pay at
4 the Class Member's regular rate of compensation on the occasions that Class Members were not
5 provided compliant meal periods.

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

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

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

17 **FOURTH CAUSE OF ACTION**

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

19 59. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 preceding paragraphs as though fully set forth herein.

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

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

1 thirty (30) minutes of paid rest period.

2 62. Further, California Code of Regulations Title 8, section 3395 *et seq.*, requires that
3 employers, provide employees with full, authorized cooldown rest periods in the shade.

4 63. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
5 with a meal period or rest period or recovery period as provided in the applicable Wage Order(s) of
6 the Industrial Welfare Commission, California Code of Regulations Title 8, section 3395, the
7 employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
8 compensation for each workday that the rest or recovery period is not provided.

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

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

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

24 67. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
25 additional pay for unprovided compliant rest and/or recovery periods, in amounts to be determined
26 at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections
27 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FIFTH CAUSE OF ACTION**

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

3 68. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

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

8 70. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
11 discharge immediately upon termination. Class Members who resigned were entitled to payment
12 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
13 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
14 unpaid at the time of resignation.

15 71. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure to provide overtime, minimum, and/or prevailing wages, mentioned above, failed to pay
18 Plaintiff and Class Members all wages earned including without limitation, premium wages prior to
19 resignation or termination in accordance with Labor Code sections 201 or 202.

20 72. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
21 Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
26 termination or resignation.

27 73. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
28 waiting time penalties from the date their earned and unpaid wages were due, upon termination or

1 resignation, until paid, up to a maximum of thirty (30) days.

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

5 75. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

9 **(Failure to Pay All Wages Within a Timely Manner – Against All Defendants)**

10 76. Plaintiff re-alleges and incorporates by reference the allegations contained in the
11 preceding paragraphs as though fully set forth herein.

12 77. At all relevant times, Labor Code section 200 provides that “wages include all
13 amounts for labor performed by employees of every description, whether the amount is fixed or
14 ascertained by the standard of time, task, pieces, commission basis, or other method of calculation.”

15 78. At all relevant times, Labor Code section 204 states that all wages earned by any
16 person in any employment are payable twice during the calendar month, and must be paid not more
17 than seven days following the close of the period when the wages were earned.

18 79. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
20 Orders.

21 80. At all relevant times, Labor Code section 204 expressly required employers who pay
22 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
23 calendar days following the close of the payroll period.” Due to Defendants' failure to pay Plaintiff
24 and Class Members all minimum, or prevailing, or overtime wage compensation, and meal, rest,
25 and recovery period premiums as described above, Defendants failed to timely pay its employees
26 within seven calendar days following the close of payroll in accordance with Labor Code section
27 204 on a regular and consistent basis.

28 81. As discussed in detail above, by failing to pay for all minimum, prevailing, and/or

1 overtime wages owed, and failing to pay meal, rest, and/or recovery premiums, Defendants failed
2 to pay Plaintiff and Clas Members at least twice per month in violation of Labor Code section 204.

3 82. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor
4 Code section 210.

5 **SEVENTH CAUSE OF ACTION**

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

7 83. Plaintiff re-alleges and incorporates by reference the allegations contained in the
8 preceding paragraphs as though fully set forth herein.

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

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

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

25 87. Defendants' failure to, on occasion, provide Plaintiff and Class Members with
26 accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
27 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully
28 provided wage statements that Defendants knew were not accurate.

88. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

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

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

EIGHTH CAUSE OF ACTION

(Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy – Against All Defendants)

91. Plaintiff re-alleges and incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

92. Section 246(a)(1) of the California Labor Code states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section ... (b) an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment ...”

93. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

94. Section 233(c) of the California Labor Code states: “An employer shall not deny an

1 employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
2 manner discriminate against an employee for using, or attempting to exercise the right to use, sick
3 leave to attend to an illness or the preventive care of a family member, or for any other reason
4 specified in subdivision (a) of Section 246.5.

5 95. Section 233(d) of the California Labor Code provides relief for violations of this
6 section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
7 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
8 equitable relief.”

9 96. Section 234 of the California Labor Code further forbids employers from adopting
10 an “absence control policy that counts sick leave taken pursuant to section 233 as an absence that
11 may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
12 233.” An employee working under this policy is entitled to appropriate legal and equitable relief
13 pursuant to Section 233.

14 97. As a result, Defendants have a continuous and consistent policy of depriving Plaintiff
15 and Class Members with the appropriate paid sick days pursuant to section 246 and failing to
16 identify the available sick days on wage statements.

17 98. Defendants operate under an absence control policy that counts sick leave taken
18 pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge,
19 demotion, or termination. Thus, Defendants and/or DOES’ sick pay policy punishes Plaintiff and
20 Class Members by way of suspension and/or termination for use of protected and appropriate sick
21 leave.

22 99. Further, Defendants and/or DOES sick pay policy fails to pay sick pay for all
23 appropriate and protected purposes enumerated in Labor Code sections 233, 234, and 246, and
24 Defendants and/or DOES fail to properly itemize the amount accrued/available sick leave to Plaintiff
25 and Class Members have on wage statements each per period.

26 100. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and Class
27 Members that he seeks to represent have incurred damages, in amounts to be determined at trial,
28 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees and

costs, pursuant to the California Labor Code discussed herein.

NINTH CAUSE OF ACTION

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

101. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

102. 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.

103. 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 . . .”

104. 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: using cellular phones for work-related purposes.

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

106. As a result of Defendants’ occasional 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.

107. 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.

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

108. Plaintiff re-alleges and incorporates by reference the allegations contained in the

1 preceding paragraphs as though fully set forth herein.

2 109. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
3 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
4 Professions Code section 17200. Due to their participation at times in unlawful business practices
5 in violation of the Labor Code, Defendants have gained a competitive advantage over other
6 comparable companies doing business in the State of California that comply with their obligations
7 to compensate employees in accordance with the Labor Code.

8 110. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff
9 and Class Members have suffered injury in fact and lost money or property.

10 111. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
11 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
12 Code and requiring the establishment of appropriate and effective means to prevent further
13 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
14 including interest thereon, in which they had a property interest and which Defendants nevertheless
15 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
16 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
17 by their failure to comply with the Labor Code.

18 112. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
19 Procedure section 1032 and interest under Civil Code section 3287.

20 **ELEVENTH CAUSE OF ACTION**

21 **(Penalties Pursuant To Labor Code Section 2699, et seq. – Against All Defendants)**

22 113. Plaintiff re-alleges and incorporates by reference the allegations contained in the
23 preceding paragraphs as though fully set forth herein.

24 114. Plaintiff and Class Members are aggrieved employees as defined under Labor Code
25 section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were employed
26 by the alleged violators, Defendants.

27 115. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the

1 penalty provisions, without limitation, based on the following Labor Code sections: 200, 201, 202,
2 203, 204, 210, 226, 226.3, 226.7, 233, 234, 246, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et*
3 *al.*, 1774, 1775, 2698, 2699, *et seq.*, and 2810.5.

4 116. The penalties shall be allocated as follows: 65% to the Labor and Workforce
5 Development Agency (LWDA) and 35% to the affected employees.

6 117. Plaintiff and Class Members or Aggrieved Employees also seek any and all penalties
7 and remedies set forth in Labor Code section 558, which states:

- 8 a. Any employer or other person acting on behalf of an employer who violates, or
9 causes to be violated, a section of this chapter or any provision regulating hours
10 and days of work in any order of the Industrial Welfare Commission shall be
11 subject to a civil penalty as follows: (1) [f]or any initial violation, fifty dollars
12 (\$50) for each underpaid employee to an amount sufficient to recover underpaid
13 wages. (2) [f]or each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was underpaid
15 in addition to an amount sufficient to recover underpaid wages. (3) [w]ages
16 recovered pursuant to this section shall be paid to the affected employee[s].
- 17 b. If upon inspection or investigation the Labor Commissioner determines that a
18 person had paid or caused to be paid a wage for overtime work in violation of
19 any provision of this chapter, any provision regulating hours and days of work in
20 any order of the Industrial Welfare Commission, or any applicable local overtime
21 law, the Labor Commissioner may issue a citation. The procedures for issuing,
22 contesting, and enforcing judgments for citations or civil penalties issued by the
23 Labor Commissioner for a violation of this chapter shall be the same as those set
24 out in Section 1197.1
- 25 c. The civil penalties provided for in this section are in addition to any other civil
26 or criminal penalty provided by law.

21 118. Labor Code section 226.3 provides that, “[a]ny employer who violates subdivision
22 (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
24 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
26 that Labor Code section 226.3 applies, Plaintiff and Class Members or Aggrieved Employees also
27 seek such penalties on.

28 119. Plaintiff has exhausted his administrative remedy by sending a certified letter to the

1 LWDA and Defendants postmarked on January 23, 2025. The LWDA has not provided notice of
2 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
3 letters.

4 **DEMAND FOR JURY TRIAL**

5 120. Plaintiff demands a trial by jury on all causes of action contained herein

6 **PRAYER**

7 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
8 against Defendants as follows:

- 9 A. An order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
11 counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum, prevailing, and/or
13 overtime wages under Labor Code sections 510, 1194, 1197, 1199, 1774, and 1775;
- 14 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 15 E. Damages for unpaid premium wages from missed meal, rest, and recovery periods
16 under, among other Labor Code sections, 512 and 226.7, and California Code of
17 Regulations Title 8, section 3395;
- 18 F. Penalties for inaccurate wage statements under Labor Code section 226,
19 subdivision (e);
- 20 G. Waiting time penalties under Labor Code section 203;
- 21 H. Damages for failing to timely pay wages under Labor Code section 204 and
22 penalties pursuant to section 210;
- 23 I. Damages under Labor Code section 2802;
- 24 J. Damages and/or monies owed for failing to adopt compliant and/or unlawful sick
25 pay policy;
- 26 K. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be
27 proven;
- 28 L. Preliminary and permanent injunctions prohibiting Defendants from further

1 violating the California Labor Code and requiring the establishment of appropriate
2 and effective means to prevent future violations;

3 M. Restitution of wages and benefits due which were acquired by means of any unfair
4 business practice, according to proof;

5 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

6 O. For attorneys' fees in prosecuting this action;

7 P. For costs of suit incurred herein; and

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

9 Dated: October 31, 2025

MIRACLE MILE LAW GROUP, LLP

10
11 BY: 

12 STEVEN I. AZIZI

13 SEVADA HAKOPIAN

14 Attorneys for Plaintiff CHRISTOPHER JAMES JR
15 DEPRATER, on behalf of himself and all others
16 similarly situated
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