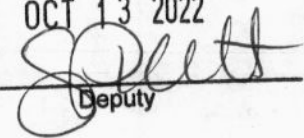


FILED OCT 13 2022
BY  Deputy

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF EL DORADO**

RANDALL CAMPO, individually and as
an aggrieved employee pursuant to the
Private Attorneys General Act (PAGA),

Plaintiff,

vs.

HOLT OF CALIFORNIA; DOES 1 to 20,
inclusive,

Defendants

Case No. 22CV1415

FIRST AMENDED COMPLAINT

**1. Retaliation in Violation of Labor
Code § 1102.5;**
**2. Failure to Pay Minimum Wage for All
Hours Worked;**
**3. Failure to Provide Compliant Wage
Statements;**
4. Waiting Time Penalties;
5. Failure to Pay Overtime Wages;
**6. Failure to Reimburse Business
Expenses;**
**7. Violation of California Unfair
Competition Law (Business &
Professions Code § 17200 et seq.**
**8. Civil Penalties Pursuant to Private
Attorney General Act, Labor Code §
2698 et seq.**

Complaint Filed:

BY FAX

1 Plaintiff RANDALL CAMPO ("Plaintiff") hereby files this First Amended Complaint
2 against Defendant HOLT OF CALIFORNIA, and DOES 1 to 20, inclusive, (hereinafter
3 collectively referred to as "Defendants"). Plaintiff alleges the following:

4 **PARTIES AND JURISDICTION**

5 1. This is an enforcement action under the Labor Code Private Attorneys General Act of
6 2004 ("PAGA"), California Labor Code section 2698, *et seq.* to recover civil penalties and any other
7 available relief on behalf of Plaintiff, the State of California, and other current and former employees
8 who worked for Defendants in California and who suffered at least one violation of the Labor Code
9 as set forth in this complaint, at any time between June 14, 2021, and judgement.

10 2. Plaintiff RANDALL CAMPO is an individual over the age of eighteen (18) and is now
11 and/or at all times mentioned in this Complaint was a resident of the State of California.

12 3. Plaintiff is an employee of Defendants, providing services as a non-exempt employee in
13 California.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendant HOLT OF
15 CALIFORNIA is a California Corporation with its principal place of business in Pleasant Grove,
16 California, within the County of Sutter.

17 5. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants
18 herein was, at all times relevant to this action, the agent, employee, or joint employer or joint
19 venturer of the remaining defendants and was acting within the course and scope of that relationship.
20 Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein
21 gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants.
22 The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether
23 individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such
24 defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff
25 will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive,
26 when they have been determined.

1 6. The Sutter County Superior Court has jurisdiction in this matter under the California
2 Constitution, Article VI, section 10. The statute under which this action is brought does not specify
3 any other basis for jurisdiction.

4 7. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
5 the wrongful acts and violations of law asserted herein occurred within El Dorado County.

6 8. On June 14, 2022, Plaintiff filed his Labor Code § 2699.3 Private Attorney General Act
7 (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). On
8 August 8, 2022, Plaintiff filed an Amended PAGA Notice with the LWDA. The LWDA did not
9 respond to Plaintiff’s PAGA notice within 65 days.

10 **FACTS COMMON TO ALL CAUSES OF ACTION**

11 9. Claimant and similarly situated employees worked for Defendant as non-exempt
12 employees in California. Claimant and similarly situated employees were paid on hourly basis.

13 10. During his employment, Claimant and similarly situated employees were required to take
14 their work vehicles home and comply with various employer mandates regarding driving the
15 vehicles, pre- and post-trip inspections, and to remain on-call and available to respond to customer
16 needs on nights and weekends. Defendant made a promise to its customers that it would respond to
17 any need at any job site anywhere in Northern California within four hours.

18 11. As such, Claimant and similarly situated employees were required to immediately
19 respond to a customers work site during their on-call shifts in order to meet this promise by
20 Defendants. Claimant and similarly situated employees had to keep their cell phones on them at all
21 times, stay in the immediate proximity of their work vehicle, and refrain from drinking.

22 12. Claimant and similarly situated employees were required to perform work off the clock
23 without compensation, including but not limited to pre and post trip vehicle inspections and
24 controlled drive time. Claimant and similarly situated employees are controlled by Defendant during
25 their time driving company vehicles such that the time should be compensated but is not.
26 Specifically, Defendant controls the activities of Claimant and similarly situated employees by not
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1 allowing them to transport non-employees, run personal errands, and by recording them via video
2 and GPS even while they are off the clock.

3 13. Claimant and similarly situated employees were also required to use their personal cell
4 phones for business purposes, both during and after working hours, without reimbursement by
5 Defendant.

6 14. Additionally, Claimant and similarly situated employees are not provided with all legally
7 mandated meal and rest periods and are required to work long hours with inadequate periods of rest
8 between shifts, which causes safety hazards. Even though Claimant and similarly situated
9 employees are not permitted to take all legally mandated meal and rest breaks, they are directed to
10 put records on their time sheets indicated that they did take meal breaks.

11 15. To protect health and safety, the law imposes hours of service regulations limiting how
12 long a person can drive without taking breaks. Property-carrying drivers have an 11-hour driving
13 maximum after 10 consecutive hours off the clock. Defendant regularly fails to provide Claimant
14 and similarly situated employees with the requisite amount of time off the clock. This results in
15 violations of Cal-OSHA regulations and Labor Code provisions.

16 16. Plaintiff is informed and believes that Defendants committed other violations of the
17 California Labor Code, including but not limited to those identified in this complaint. Pursuant to
18 *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends to seek civil
19 penalties for all violations of the California Labor Code, whether he experienced them personally or
20 not.

21 17. On or around September 1, 2022, Plaintiff was informed that he was being removed from
22 his customary position driving a service truck for Defendant and would be working as a service
23 technician in the mechanic's shop due to an alleged safety violation. This pretextual safety violation
24 was an issue with the crane on Plaintiff's service truck that had been reported by Plaintiff to
25 Defendant many months prior. Defendant refused to fix the malfunctioning crane.
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1 18. As a result, Plaintiff had to find a work-around in spite of the malfunction in order to
2 complete his job duties. Defendant was aware of the malfunction and Plaintiff's need to find a work-
3 around in order to perform his duties and did not express any concerns.

4 19. However, shortly after Plaintiff obtained legal representation regarding his concerns of
5 labor code violations and after plaintiff's counsel filed a PAGA Notice with the LWDA, Defendant
6 retaliated against Plaintiff by removing him from his customary position and demoted him to work
7 in the mechanic's shop.

8 20. This retaliatory action in reassigning Plaintiff will result in significantly reduced income
9 for Plaintiff. Defendant retaliated against Plaintiff for this alleged safety violation despite numerous
10 other employees committing various safety violations with no resulting retaliatory actions from
11 Defendant. Defendant retaliated against Plaintiff solely as a result of his choosing to exercise his
12 legal rights by obtaining legal representation, requesting his personnel and payroll records, and filing
13 a PAGA Notice with the LWDA.

14 21. In addition, on or around September 16, 2022, Defendant terminated Plaintiff's
15 employment after Plaintiff, through his counsel, complained that the actions in reassigning Plaintiff
16 and taking him off the service truck were retaliatory.

17 22. Upon information and belief, all transactions regarding hiring, terminations, promotions,
18 pay increases, etc. relating to Defendant's California employees were submitted to and processed by
19 Defendant's HR department in its corporate headquarters. Additionally, on information and belief,
20 Defendants' corporate records, in particular HR and pay records pertaining to Defendants' California
21 employees, are also maintained at Defendant's corporate headquarters.

22 23. Upon information and belief, Defendant maintains a central Payroll department at its
23 corporate headquarters, which processes payroll for all Defendant's employees, including Plaintiff
24 and similarly situated, aggrieved employees.

25 24. At all times herein set forth, PAGA provides that any provision of law under the Labor
26 Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected
27 by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as
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1 an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
2 themselves and other current or former employees pursuant to procedures outlined in California
3 Labor Code section 2699.3.

4 25. PAGA defines an aggrieved employee in Labor Code section 2699(c) as “any person who
5 was employed by the alleged violator and against whom one or more of the alleged violation was
6 committed.”

7 26. Plaintiff and other current and former employees of Defendant are aggrieved employees
8 as defined by the Labor Code in that they are all Defendants’ current or former employees and one
9 or more of the alleged violations was committed against them.

10 **FIRST CAUSE OF ACTION**
11 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**
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13 27. Plaintiff hereby incorporates by reference Paragraphs 1 through 26 of this Complaint as if
14 fully set forth herein and for a cause of action alleges as follows:

15 28. California Labor Code § 1102.5(b) prohibits retaliation against an employee for
16 disclosing information to a government or law enforcement agency or to a person with authority
17 over the employee, where the employee has reasonable cause to believe that the information
18 discloses a violation of state or federal statute or a violation or noncompliance with a state or federal
19 rule or regulation. Labor Code § 1102.5 further prohibits retaliation against an employee for
20 refusing to participate in an activity that would result in a violation of state or federal statute or a
21 violation or noncompliance with a state or federal rule or regulation.

22 29. Plaintiff, when he filed a PAGA Notice with the LWDA and served a copy on Defendant,
23 informed the LWDA and Defendants as to his concerns regarding violations of the Labor Code
24 Plaintiff believed Defendant was committing against himself and similarly situated employees.

25 30. Plaintiff reasonably believed these actions constituted violations of the California Labor
26 Code.
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1 31. Following Plaintiff's submitting his PAGA Notice to the LWDA and Defendant,
2 Defendant demoted and reassigned Plaintiff to a lesser position that would result in a significant
3 decrease in Plaintiff's income, despite the fact that Plaintiff had served in his customary position for
4 12 years with an exemplary record.

5 32. Further, after Plaintiff complained that he felt the reassignment was retaliatory,
6 Defendant terminated Plaintiff's employment on or about September 16, 2022.

7 33. As a direct, foreseeable, and proximate result of Defendants retaliatory actions, Plaintiff
8 has suffered and continues to suffer substantial losses in earnings and job benefits, all to his damage
9 herein in an amount not less than the minimal jurisdiction amount of this court, the amount of which
10 will be established at trial.

11 34. As a direct, foreseeable, and proximate result of Defendant's unlawful actions, Plaintiff
12 has suffered emotional distress, humiliation, shame, and embarrassment, all to the Plaintiff's damage
13 in an amount to be established at trial.

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15 **SECOND CAUSE OF ACTION**
16 **FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED**

17 35. Plaintiff hereby incorporates by reference Paragraphs 1 through 34 of this Complaint as if
18 fully set forth herein and for a cause of action alleges as follows:

19 36. Defendants were required to compensate Plaintiff with at least the State's minimum wage
20 for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

21 37. Defendants were aware of their obligation to pay the minimum wages but failed to do so.

22 38. Defendants' conduct described herein violates California Labor Code section 1194, and
23 Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been damaged and
24 deprived of minimum wages, in an amount to be established at trial. Plaintiff now seeks these
25 wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and
26 costs, and interest pursuant to California Labor Code section 1194.
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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

39. Plaintiff incorporates by reference and re-allege paragraphs 1 through 38 as though fully set forth herein.

40. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

41. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage statements provided to Plaintiff all hours worked and the correct regular rate for overtime purposes.

42. Additionally, Plaintiff alleges he suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (i.e. a reasonable person in each Plaintiff's position would not be able to readily ascertain

1 the information without reference to other documents or information) from the wage statement
2 alone.

3 43. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants to
4 comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

5 **FOURTH CAUSE OF ACTION**
6 **WAITING TIME PENALTIES**

7 44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully
8 set forth herein.

9 45. An employer must pay an employee who is terminated all unpaid wages immediately
10 upon termination. Labor Code § 201.

11 46. An employer must pay an employee who resigns all unpaid wages within seventy-two
12 (72) hours of resignation. Labor Code § 202.

13 47. An employer who willfully fails to pay an employee wages in accordance with Labor
14 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
15 days. Labor Code § 203.

16 48. Plaintiff did not receive all wages, including minimum and overtime wages and meal and
17 rest period premiums, at his termination or separation from employment. Specifically, Defendants
18 failed to pay Plaintiff all wages owed at the time of termination.

19 49. Defendants knew of their obligation to pay Plaintiff for all hours worked because they
20 had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8) hours a day
21 and/or forty (40) hours a week. Such conduct shows Defendants' knowledge of their obligation to
22 pay all wages owed upon termination and willful refusal.

23 50. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and
24 deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for
25 Defendants' failure to pay all wages due in an amount to be established at trial.
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1 **FIFTH CAUSE OF ACTION**
2 **FAILURE TO PAY OVERTIME WAGES**

3 51. Plaintiff incorporates by reference and re-allege paragraphs 1 through 50 as though fully
4 set forth herein.

5 52. During the period Plaintiff was employed by Defendants, Defendants were required to
6 compensate him one and one-half (1½) times the regular rate of pay for hours worked in excess of
7 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
8 hours worked in excess of twelve (12) hours per day. See California Labor Code §§ 510, 1194.
9 Although Plaintiff regularly worked in excess of eight (8) hours a day and/or forty (40) hours per
10 week, Defendants failed to pay all overtime wages owed to him.

11 53. Plaintiff was a non-exempt employee under the administrative, executive, or professional
12 exemptions of the applicable Wage Order and California Labor Code section 510.

13 54. On information and belief, Defendant failed to record and pay Plaintiff for all hours
14 worked, thus Plaintiff and other employees in California were underpaid overtime wages.

15 55. Defendants' conduct described herein violates California Labor Code sections 510 and
16 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been damaged
17 and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seek these
18 wages, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

19 **SIXTH CAUSE OF ACTION**
20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
22 set forth herein.

23 57. Labor Code section 2802(a) states that "An employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
25 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
26 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
27 unlawful."
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1 58. Defendants knew that Plaintiff was required to use his personal cell phone for work
2 purposes, including for calls and texts required for work purposes. However, Defendants did not
3 reimburse Plaintiff for these expenses.

4 59. Defendants' conduct described herein violated California Labor Code section 2802. As a
5 proximate result of Defendants' conduct, Plaintiff has been damaged in an amount to be established
6 at trial, and is entitled to recover these damages, as well as interest and reasonable attorney's fees
7 and costs, pursuant to statute.

8 **SEVENTH CAUSE OF ACTION**
9 **(Unfair Competition)**

10 60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as though fully
11 set forth herein.

12 61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
13 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter
14 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.
15 *See Cal. Bus. and Prof. Code §§ 17200 et seq.*

16 62. Defendants committed numerous violations of the California Labor Code throughout the
17 employment relationship.

18 63. Plaintiff is also informed and believes and thereon alleges that such actions and/or
19 conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and
20 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*,
21 23 Cal. 4th 163 (2000).

22 64. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to the
23 UCL (including B&P Code § 17203), Plaintiff and similarly situated employees are entitled to
24 restitution as a result of its unfair business practices, including, but not limited to, public injunctive
25 relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208,
26 violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject
27 to proof at trial, for four (4) years from the filing of this Action.
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2 **EIGHTH CAUSE OF ACTION**
3 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**

4 65. Plaintiff incorporates by reference and re-alleges paragraphs 1-64 above as though fully
5 set forth herein.

6 66. Plaintiff brings this cause of action as a proxy for the State of California and in this
7 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the
8 California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order
9 violations identified above.

10 67. On June 14, 2022, Plaintiff, through counsel, sent written notice to the LWDA regarding
11 Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,
12 PAGA. On August 8, 2022, Plaintiff filed his Amended PAGA Notice with the LWDA. As of the
13 date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA
14 intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has exhausted his administrative
15 remedies under PAGA and may proceed in this Court.

16 68. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and
17 all aggrieved employees for all violations of the Labor Code from April 29, 2021, through trial on
18 this matter.

19 69. Defendants' conduct, as alleged herein, violated various sections of the California labor
20 Code, including but not limited to, the following:

21 70. Labor Code section 226 requires employers to furnish to employees with "an accurate
22 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
25 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
26 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
27 only the last four digits of his or her social security number or an employee identification number
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1 other than a social security number, (8) the name and address of the legal entity that is the employer .
2 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
3 of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants
4 failed to comply with these requirements with respect to Plaintiff and similarly situated employees in
5 violation of the Labor Code.

6 71. Labor Code sections 510 and 1194 require employers to pay employees overtime for any
7 work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any
8 one workweek. Employers must also pay overtime for the first eight (8) hours worked on the
9 seventh day of work in any one workweek. Finally, employers must pay double time for all hours
10 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
11 hours on the seventh day of work in any one workweek. As stated above, Plaintiff and similarly
12 situated employees worked over eight (8) hours per day and forty (40) hours per week and were not
13 paid correct overtime wages. Plaintiff and all similarly situated employees are entitled to recover all
14 unpaid overtime wages. Failure to pay such wages is against the law.

15 72. Labor Code sections 201–203 require that all wages be paid to employees upon
16 separation and/or termination of employment. Here, for the reasons stated above, Defendant’s
17 employees did not receive all final wages due and owing to them at the time of termination or
18 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation
19 of the Labor Code.

20 73. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require
21 employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For
22 the reasons stated above, Claimant and similarly situated employees were not authorized and
23 permitted to take legally compliant meal periods pursuant to California law.

24 74. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require
25 employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or
26 major fraction thereof worked. For the reasons stated above, Claimant and similarly situated
27 employees were not authorized and permitted to take legally compliant rest periods pursuant to
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1 California law in violation of the Labor Code. Defendants also failed to pay rest period premiums
2 for their failure to provide rest periods.

3 75. Labor Code section 226 requires employers to furnish to employees with “an accurate
4 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
5 employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
7 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
8 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
9 only the last four digits of his or her social security number or an employee identification number
10 other than a social security number, (8) the name and address of the legal entity that is the employer .
11 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
12 of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants
13 failed to comply with these requirements with respect to Claimant and similarly situated employees
14 in violation of the Labor Code.
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16 76. During the period Claimant and similarly situated employees were employed by
17 Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that
18 they worked. *See, e.g.*, IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001,
19 section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay
20 Claimant and similarly situated employees at least minimum wage for all hours worked. Thus,
21 Claimant and similarly situated employees were not paid at least the applicable state minimum wage
22 for all hours worked in violation of the Labor Code.

23 77. Labor Code section 2802(a) states that “An employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
25 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
26 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
27 unlawful.” For the reasons stated above, Defendant failed to pay required reimbursements to
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1 Claimant and similarly situated employees for required business expenses in violation of the Labor
2 Code.

3 78. Pursuant to Labor Code § 6400(a), “[e]very employer shall furnish employment and a
4 place of employment that is safe and healthful for the employees therein.” Pursuant to Labor Code §
5 6401, “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use
6 practices, means, methods, operations, and processes which are reasonably adequate to render such
7 employment and place of employment safe and healthful. Every employer shall do every other thing
8 reasonably necessary to protect the life, safety, and health of employees.”

9 79. Pursuant to Labor Code § 6401.7(a) and (b), “[e]very employer shall establish,
10 implement, and maintain an effective injury prevention program” and “shall correct unsafe and
11 unhealthy conditions and work practices in a timely manner based on the severity of the hazard.”

12 Pursuant to Labor Code § 6402, “[n]o employer shall require, or permit any employee to go
13 or be in any employment or place of employment which is not safe and healthful.” Pursuant to
14 Labor Code § 6404, “[n]o employer shall occupy or maintain any place of employment that is not
15 safe and healthful.” Pursuant to Labor Code § 6406(d), no employer shall “fail or neglect to do
16 every other thing reasonably necessary to protect the life, safety, and health of employees.”

17 80. Pursuant to Labor Code § 6407, “[e]very employer and every employee shall comply
18 with occupational safety and health standards, with Section 25910 of the Health and Safety Code,
19 and with all rules, regulations, and orders pursuant to this division which are applicable to his own
20 actions and conduct.”

21 81. For the reasons outlined above, Defendants failed to follow these safety requirements in
22 regard to Plaintiff and similarly situated employees in violation of the Labor Code.

23 82. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal.
24 Rptr. 3d 502, 513 (2018), Plaintiff seeks civil penalties on behalf of the State of California and all
25 aggrieved employees for all violations of the California Labor Code, whether he experienced them
26 personally or not.
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1 **DAMAGES**

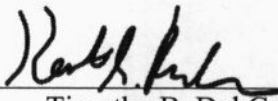
2 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 3 1. A jury trial;
- 4 2. For penalties and liquidated damages under the California Labor Code according to
- 5 proof allowed by law;
- 6 3. For compensatory damages, including, but not limited to, unpaid wages, plus
- 7 interest, according to proof allowed by law;
- 8 4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
- 9 fees;
- 10 5. For injunctive relief;
- 11 6. For an award of prejudgment and post-judgment interest; and
- 12 7. For an award to Plaintiff of such other and further relief as the Court deems just and
- 13 proper.
- 14

15 Dated: October 13, 2022

Castle Law: California Employment Counsel, PC

16

17 By:  _____

18 Timothy B. Del Castillo

19 Kent L. Bradbury

20 Attorneys for Plaintiff RANDALL CAMPO

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CASTLE LAW

CALIFORNIA EMPLOYMENT COUNSEL, PC

TIMOTHY B. DEL CASTILLO
TDC@CASTLEEMPLOYMENTLAW.COM
916-245-0122

2999 DOUGLAS BLVD.
SUITE 180
ROSEVILLE, CA 95661

October 13, 2022

Re: Randall Campo v. Holt of California Fax Filing Processing Instructions

- One conformed copy requested please
- Please return the conformed copies via US Mail to:

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