

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM, APC
217 S. Kenwood St.
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Sahag Majarian, Esq. SBN 146621
sahagii@aol.com
Garen Majarian, Esq. SBN 334104
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
04/17/2025 at 09:13:11 AM
By: Stephen E Pegg
Deputy Clerk

Attorneys for Plaintiff,
GIOVANNI PERALES ALVARADO, on behalf of himself,
all putative class members, aggrieved employees
and the State of California as a
Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

GIOVANNI PERALES ALVARADO, an
individual, on behalf of himself, all putative
class members, aggrieved employees, and the
State of California as a Private Attorneys'
General,

Plaintiff,

vs.

KNIESEL'S COLLISION, INC., a California
corporation; KNIESELHOLDCO, a business
entity unknown; and DOES 1-50, inclusive,

Defendants.

Case No.: S-CV-0055052

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. Failure to Pay Wages**
 - 2. Failure to Pay All Wages Owed Twice Per Month**
 - 3. Failure to Pay Minimum Wage**
 - 4. Failure to Pay Wages Due Upon Termination**
 - 5. Failure to Permit Compliant Meal Periods**
 - 6. Failure to Provide Rest Breaks**
 - 7. Failure to Reimburse for Required Business Expenses**
 - 8. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**
 - 9. Unlawful Business Practices Bus & Prof. Code §17200**
 - 10. Private Attorneys General Act Penalties §2698 et seq**
- JURY TRIAL DEMANDED**

1 Plaintiff GIOVANNI PERALES ALVARADO, individually, and on behalf of all others
2 similarly situated, all Aggrieved Employees, and as a Private Attorney General for the State of
3 California (collectively “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and PAGA representative action on behalf of over 100
6 hourly, non-exempt employees against their employer for violations of numerous wage and hour
7 laws. Plaintiff employees bring this employment class and representative action complaint on
8 behalf of themselves, and all others similarly situated against KNIESEL’S COLLISION, INC.,
9 KNIESELHOLDCO, and DOES 1-50, inclusive, (hereafter collectively “Defendant” or
10 “Defendant”).

11 2. Defendant operates an automotive repair and maintenance company. Plaintiff worked
12 for Defendant as an hourly non-exempt employee from September 2024 to January 10, 2025, as a
13 painter located at 4680 Pacific St., Rocklin, CA 95677.

14 3. As described further below, Defendant has violated the California Labor Code by (1)
15 failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages
16 owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon
17 termination; (5) failing to permit compliant meal periods; (6) failing to provide rest periods; (7)
18 failing to reimburse for required business expenses; (8) failing to provide accurate itemized wage
19 statements; and (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, et. seq.).
20 Plaintiff further alleges that Defendant is liable for civil penalties under the Private Attorneys
21 General Act (“PAGA”), Labor Code §2698 et seq.

22 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
23 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
24 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
25 reasonable attorneys’ fees and costs. Pursuant to the class and representative action procedures
26 provided for under California law, Plaintiff, on behalf of themselves and proposed Class Members
27 (also referred to as “Class”), and Aggrieved Employees, also seeks injunctive relief and restitution
28 of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has

also provided notice of these claims pursuant to §2698 et. seq., to the Labor and Workforce and Development Agency (“LWDA”) and now brings this First Amended Complaint, including claims for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code §2698 et seq.

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: rounding employee timecard entries, frequently failing to provide meal and rest breaks, frequently issuing inaccurate wage statements, ignoring and violating California wage and hour laws in their business as more fully set forth below.

6. The “PAGA Period” is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

7. Defendant has treated all persons employed in California in such a way as to violate California’s laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and Class Members for the delay in receiving wages due.

8. Defendant, by and through their actions, has engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

9. Plaintiff GIOVANNI PERALES ALVARADO is an individual who resides in California and was employed by Defendant.

10. Defendant KNIESEL’S COLLISION, INC., is a California corporation doing business in California with the capacity to sue and to be sued, and doing business in the county of Placer, State of California.

1 11. Defendant KNIESELHOLDCO is a California business, entity type unknown, doing
2 business in California with the capacity to sue and to be sued, and doing business in the county of
3 Placer, State of California.

4 12. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
5 names and capacities are unknown to Plaintiff. When their true names and capacities are
6 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
7 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
8 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
9 by Plaintiff, Class Members, and Aggrieved Employees herein alleged were proximately caused
10 by such Doe Defendants.

11 13. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
12 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
13 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
14 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
15 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
16 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

17 **JURISDICTION AND VENUE**

18 14. Venue is proper in this judicial district because Defendant conducts business in this
19 County and Defendant has legal obligations to Plaintiff, Aggrieved Employees and many of the
20 Class Members in this case that arose in this county.

21 15. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed
22 the minimal jurisdictional limits of the Superior Court and will be established according to proof
23 at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in
24 controversy, including claims for monetary damages, penalties and attorney's fees is more than
25 thirty-five thousand dollars (\$35,000).

26 16. The California Superior Court has jurisdiction over this matter because Plaintiff is a
27 resident of California and Defendant is incorporated in and/or qualified to do business in California
28

1 and regularly conduct business in California. Further, there is no federal question at issue as the
2 claims herein are based solely on California law.

3 CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

4 17. During the Class Period and PAGA Period, Defendant committed various violations of
5 the California Labor Code, the CCR, the UCL and IWC Wage Order 5, as alleged below in more
6 detail. Defendant enforces multiple policies that violate state law which are intended to increase
7 its own profits to the detriment of its workers.

8 18. Defendant employed, upon information and belief, more than 100 current and former
9 non-exempt employees (hereafter “Class Members” or “Class”) during the Class Period.

10 19. Defendant failed to pay for all hours worked; timely provide and/or authorize meal
11 breaks; timely provide and/or authorize rest breaks; pay wages due upon termination; pay
12 minimum wage; reimburse for required business expenses; and provide timely, accurate wage
13 statements and maintain required payroll records. These practices also constitute unlawful and
14 unfair business practices. These policies and practices have deprived Plaintiff and Class Members,
15 and Aggrieved Employees of payment for all hours worked, and further damages, as set forth
16 below, and render Defendant liable for damages, including penalties under PAGA.

17 20. Failure to pay for all hours worked including overtime hours worked. Defendant has
18 been engaged in many unlawful employment practices which resulted in underpayment for hours
19 worked each pay period, including overtime hours worked, as more fully set forth below:

20 A. Off-the-Clock Hours Worked. Plaintiff, Class Members, and
21 Aggrieved Employees frequently worked off the clock and were routinely
22 subjected to periods wherein they were under the Defendant’s control but not
23 compensated for their time. For example, when employees are required to work
24 in more than one location per day, they are required to clock out at their current
25 location and clock back in when they arrive at the next location. This results in
26 unpaid travel time as well as non-compliant meal periods.

27 B. Work Performed During Unpaid Meal Periods. As more fully set
28 forth below, Defendant failed to permit Plaintiff and others to take timely, off-

1 duty, meal breaks of “not less than 30 minutes” for each five consecutive hours
2 of work in violation of Labor Code §§226.7 and 512. Plaintiff, Class Members,
3 and Aggrieved Employees frequently missed meal periods due to the pressure
4 placed on work. Employees are instructed to clock out but to continue working,
5 resulting in missed, skipped, and interrupted meal periods. On certain
6 occasions, when Plaintiff has been instructed to clock out and continue working,
7 while he focused on completing his work he may have forgotten to clock back
8 in, resulting in up to an hour of off-the-clock work

9 21. Failure to Pay All Wages Owed Twice per Month. Defendant was required to pay
10 Plaintiff, Class Members, and Aggrieved Employees all wages earned twice during each calendar
11 month pursuant to Labor Code §204(a). Defendant failed to pay all wages earned to employees as
12 a result of the unlawful employment policies and practices discussed herein. As a result of these
13 practices, employees were underpaid for hours worked, including overtime and premium wages,
14 and this underpayment resulted in a failure to pay all wages owed twice per month. Due to these
15 failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages
16 as required by law.

17 22. Failure to Pay Minimum Wage. Pursuant to Labor Code sections 1194, 1194.2 and
18 1197, it is unlawful for an employer to suffer or permit a California employee to work without
19 paying wages at the proper minimum wage for all time worked as required by the applicable IWC
20 Wage Order. Defendant failed to pay Plaintiff, Class Members, and Aggrieved Employees for all
21 hours worked as a result of Defendant’s practices described above. Based on Defendant’s unlawful
22 conduct described herein, and because Plaintiff and the aggrieved employees were paid at or near
23 minimum wage, employer’s failure to pay for all hours worked, including overtime, resulted in a
24 payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197,
25 1197.1, 1199 and the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code
26 §§558 and 2698 *et seq.*

27 23. Failure to Pay Wages Due Upon Termination. An employee who is discharged must be
28 paid all of his or her wages, including accrued vacation, immediately at the time of termination.

(Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to Cal. Lab. Code § 2698 et. Seq.

24. Meal Breaks. Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Defendant failed to pay all premium pay to Plaintiff, Class Members, and Aggrieved Employees at their regular rates of pay. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

25. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because

1 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
2 Employees were not paid a premium payment, paid as an hour's wage when meal periods were
3 not given to them in compliance with California law.

4 26. Plaintiff, Class Members, and Aggrieved Employees frequently missed meal periods
5 due to the press of work. Employees are instructed to clock out but to continue working, resulting
6 in missed, skipped, and interrupted meal periods

7 27. Rest Breaks. Defendant failed to maintain a compliant rest period policy and practice
8 that provides its employees with off-duty rest periods as required by California law. Plaintiff
9 alleges that he and other Class Members frequently missed rest periods as a result of Defendant's
10 staffing and business practices, and that rest breaks were not scheduled into daily shifts. Rest
11 periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not
12 scheduled before and after a meal period for shifts greater than six hours, as prescribed by
13 California law because Defendant: (1) did not account for all hours worked that were unaccounted
14 for on their timecard; (2) did not adequately inform and train employees about their rights to rest
15 breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and
16 train employees about when, where and how to take timely and uninterrupted ten-minute rest
17 breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted
18 ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-
19 exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.
20 Defendant did not authorize or permit all of its hourly employees to take at least a ten minute rest
21 period in which they were relieved of all duties, for every 4 hours of work, or major fraction
22 thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were
23 missed Defendant failed to pay the 1-hour premium, as required. Plaintiff, Class Members, and
24 Aggrieved Employees often miss rest breaks due to the press of work and are not permitted to take
25 breaks.

26 28. Failure to Reimburse for Required Business Expenses. Labor Code §2802 requires
27 employers to indemnify employees for necessary expenditures or losses incurred by employees in
28 direct consequence of the discharge of duties. Accordingly, Defendant is liable for civil penalties

1 under PAGA §2698 *et seq.* Plaintiff, Class Members, and Aggrieved Employees are often required
2 to bring their own tools. For example, Plaintiff has been required to purchase and provide a spray
3 gun pistol, a sander, and other required tools. He is not reimbursed for such costs even though he
4 is not paid twice the minimum wage. Plaintiff, Class Members, and Aggrieved Employees also
5 clock in and out on an app on their phones called Workpay. Although employees are reimbursed
6 for the cost associated with initially downloading the app, they are not reimbursed for the
7 mandatory phone usage. Plaintiff and Class Members are also not paid milage on occasion when
8 he is required to drive from one location to another.

9 29. Wage statement and record keeping violations. Defendant knowingly and intentionally
10 failed to provide timely, accurate, itemized wage statements to Plaintiff and the aggrieved
11 employees in accordance with Labor Code §§ 226 and keep accurate records as required by
12 §1174(d). Labor Code §2802 requires employers to indemnify employees for necessary
13 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
14 Accordingly, Defendant is liable for civil penalties under PAGA §2698 *et seq.* Defendant
15 knowingly and intentionally failed to itemize the gross wages earned, net wages earned, and total
16 hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

17 30. Unlawful business practices. Based upon the above allegations, Defendant engaged in
18 unfair competition.

19 CALIFORNIA CLASS ACTION ALLEGATIONS

20 31. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
21 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
22 under Business and Professions Code § 17200.

23 32. This action has been brought and may properly be maintained as a class action pursuant
24 to the provisions of Code of Civil Procedure § 382 and/or a representative action under Business
25 & Professions Code §§17200 *et seq.* and Labor Code §2699 because the proposed class is
26 ascertainable and there is a well-defined community of interest. Plaintiff and Class Members are
27 among in excess of 100 employees with like job titles, duties, and hourly wages, who have been
28 similarly injured by Defendant's uniform, unlawful conduct.

1 33. The “Relevant Time Period” or proposed “Class Period” as defined herein commences
2 four years prior to the date of filing this Complaint.

3 34. Plaintiff brings this action on their behalf and as a class action under Cal. Code of Civil
4 Procedure §382 on behalf of the following defined groups:

5 Proposed Class:

6 “All persons who are employed or have been employed by Defendant in the State
7 of California as hourly, non-exempt workers during the period of the relevant
8 statute of limitations.”

9 Proposed Sub-classes:

- 10 A. All persons who are employed or have been employed by Defendant in the State
11 of California as hourly, non-exempt workers during the period of the relevant
12 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 13 B. All persons who are employed or have been employed by Defendant in the State
14 of California as hourly, non-exempt workers during the period of the relevant
15 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 16 C. All persons who are employed or have been employed by Defendant in the State
17 of California as hourly, non-exempt workers during the period of the relevant
18 statute of limitations, who worked one or more shifts in excess of eight (8)
19 hours.
- 20 D. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of three and one-
23 half hours (3 ½), but less than or equal to six (6) hours.
- 24 E. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who worked one or more shifts in excess of six (6) hours,
27 but less than or equal to ten (10) hours.
- 28

1 F. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who separated their employment from Defendant.

4 G. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who received pay for one or more pay periods.

7 35. This action is brought, and may properly be maintained, as a class action under CCP
8 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
9 and Subclasses (collectively “Class”) are easily ascertainable.

10 A. Numerosity: The Proposed Class is so numerous that joinder of all members is
11 impractical. Plaintiff is informed and believes, and on that basis alleges, that
12 during the relevant time period, Defendant employed over 100 putative Class
13 Members who are geographically dispersed and who satisfy the definition of
14 the proposed Class. As such, a class action is the only available method for the
15 fair and efficient adjudication of this controversy. Membership in the Proposed
16 Class can be easily ascertained by an examination and analysis of employee and
17 payroll records, among other records within Defendant’s possession and
18 control.

19 B. Typicality: Plaintiff’s claims are typical of the claims of the Class Members.
20 Plaintiff, like others similarly situated, was subjected to Defendant’s common,
21 unlawful policies, practices, and procedures described above. The Plaintiff’s
22 positions at the company was typical of those of other Class Members.
23 Plaintiff’s claims are typical of the claims of each Class Member because each
24 have sustained damages arising out of and caused by Defendant’s common
25 course of conduct, as alleged herein. As such, Plaintiff has the same interests in
26 this matter as all members of the Class.

1 C. Adequacy: Plaintiff will fairly and adequately protect the interests of the
2 members of the Class. Plaintiff has retained counsel competent and experienced
3 in complex class actions and California labor and employment litigation.

4 D. Commonality: Common questions of law and fact exist, including but not
5 limited to the following:

- 6 i. Whether Defendant violated wage and hour laws by failing to pay
7 employees for all hours worked;
- 8 ii. Whether Defendant violated wage and hour laws by failure to
9 always properly calculate wages and overtime for shifts;
- 10 iii. Whether Defendant violated wage and hour laws by failing to pay
11 all wages owed twice per month;
- 12 iv. Whether Defendant violated wage and hour laws by failing to pay
13 minimum wage;
- 14 v. Whether Defendant violated wage and hour laws by failing to pay
15 due wages upon termination;
- 16 vi. Whether Defendant violated wage and hour laws in failing to
17 provide compliant meal breaks;
- 18 vii. Whether Defendant violated wage and hour laws by failing to
19 make rest periods available;
- 20 viii. Whether Defendant failure to pay the Class Members all wages
21 owed, including overtime, violated Business & Professions Code
22 § 17200;
- 23 ix. Whether Defendant failure to provide the Class Members rest
24 periods violated Business & Professions Code § 17200;
- 25 x. Whether Defendant failed to provide accurate wage statements to
26 Plaintiff and the Class as a consequence of the above listed
27 wrongful acts;
- 28

- xi. Whether Defendant failed to provide Class Members with correct final wage statements;
- xii. Whether Defendant failed to pay wages, including overtime and final wages, to terminated or quitting employees in the Class on a timely basis;
- xiii. What is the appropriateness and nature of relief to each Plaintiff Class and Subclass member;
- xiv. Whether Defendant's actions violated Business & Professions Code § 17200;
- xv. Whether the Class Members are entitled to various penalties from Defendant including, but not limited to, waiting-time penalties under Labor Code §§ 201, 202, 203, 204, 226 and 558;
- xvi. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xvii. What is the extent of liability of each Defendant, including DOE defendants, to each Plaintiff Class and Subclass member?

E. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low wage-earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and

uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

36. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

37. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME

HOURS WORKED

Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders

(Plaintiff Against All Defendant)

38. Plaintiff reasserts and re-alleges paragraphs 1 through 33, inclusive, as if fully set forth and incorporate said paragraphs herein by reference.

39. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

1 40. Plaintiff and Class Members have been employed under conditions prohibited by the
2 wage order, and thus Defendant has also violated §§1198 and 1199.

3 41. Off-the-Clock Hours Worked. Plaintiff and Class Members frequently worked off the
4 clock and were routinely subjected to periods wherein they were under the Defendant's control
5 but not compensated for their time. For example, when employees are required to work in more
6 than one location per day, they are required to clock out at their current location and clock back
7 in when they arrive at the next location. This results in unpaid travel time as well as non-
8 compliant meal periods.

9 42. Work Performed During Unpaid Meal Periods. As more fully set forth below,
10 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
11 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7
12 and 512. Plaintiff and Class Members frequently missed meal periods due to the pressure placed
13 on work, and were further required to work off the clock to complete their work.

14 43. As a result of Defendant's conduct, Plaintiff, Class Members, and Aggrieved
15 Employees have been deprived of payment for all hours worked and minimum wage for all hours
16 worked in an amount to be determined at trial, and are entitled to recovery of the unpaid balance
17 of the full amount of these wage, including interest thereon, reasonable attorneys' fees, and costs
18 of suit pursuant to Labor Code §1194, 218.5, and Cal. Code of Civ. Pro. §1021.5; liquidated
19 damages and interest thereon pursuant to Labor Code §1194.2; and civil penalties, restitution of
20 wages, and liquidated damages pursuant to Labor Code §1197.1.

21 44. Plaintiff alleges on information and belief that Defendants' failure to pay the Class
22 Members for all hours worked as alleged in this cause of action, was willful, and thus entitles the
23 Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203 provides
24 that an employee's wages shall continue as a penalty until paid or for a period of up to 30 days
25 from the time they were due, whichever period is shorter.

26 45. In addition, and pursuant to Labor Code § 558, Plaintiff requests that this Court
27 award civil penalties as set forth in § 558 for each pay period during which Defendants failed to
28 pay the Class Members as alleged above.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4

5
6

7
8

9
0
1
2

3
4

6

7

8

9

20
21

22
23
24

25
26
27
28

1 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the
2 Wage Orders.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

5 **Cal. Lab. Code §§201, 202, 203, 227.3**

6 **(Plaintiff Against All Defendant)**

7 53. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 54. An employee who is discharged must be paid all of his or her wages, including accrued
10 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
11 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
12 Plaintiff at the time employment terminated.

13 55. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
15 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
16 waiting time under the terms of §203.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

19 **Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, Wage Order**

20 **(Plaintiff Against All Defendant)**

21 56. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 57. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
24 period of more than five hours per day without providing the employee with a meal period of not
25 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
26 to work during any meal... period mandated by an applicable order of the Industrial Welfare
27 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
28

1 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
2 duty’ meal period and counted as time worked.”

3 58. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
4 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
5 §§226.7 and 512. When meal periods were noncompliant, Defendant failed to pay all premium
6 pay to Plaintiff and Class Members at their regular rates of pay. As a derivative claim, Plaintiff
7 alleges that pay statements were inaccurate, failing to include required meal period penalties, thus
8 failing the requirements of Labor Code §226(a).

9 59. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
10 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
11 (2) did not adequately inform and train employees about their rights to meal periods and premium
12 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
13 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
14 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
15 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
16 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
17 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
18 Employees were not paid a premium payment, paid as an hour’s wage when meal periods were
19 not given to them in compliance with California law.

20 60. Plaintiff and Class Members frequently missed meal periods due to the press of work.
21 Employees are instructed to clock out but to continue working, resulting in missed, skipped, and
22 interrupted meal periods

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST BREAKS**

25 **Cal. Labor Code §§226, 226.7, 512, 558, 1198, Wage Orders**

26 **(Plaintiff Against All Defendant)**

27 61. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 62. Defendant failed to maintain a compliant rest period policy and practice that provides
2 its employees with off-duty rest periods as required by California law. Plaintiff reports that
3 employees frequently missed rest periods as a result of Defendant's staffing and business practices,
4 and that rest breaks were not scheduled into daily shifts.

5 63. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
6 duty," or not scheduled before and after a meal period for shifts greater than six hours, as
7 prescribed by California law because Defendant: (1) did not account for all hours worked that were
8 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
9 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
10 inform and train employees about when, where and how to take timely and uninterrupted ten-
11 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
12 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
13 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
14 break policy. Plaintiff and Class Members often miss rest breaks due to the press of work and are
15 not permitted to take breaks.

16 64. The rest period requirement obligates employers to permit and authorize employees to
17 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
18 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
19 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
20 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
21 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
22 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
23 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
24 pay at the employee's regular rate of compensation for each work day that the rest period is not
25 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
26 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
27 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
28 rest area and cannot include time it takes to get to and from the rest area). The employer must show

1 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
2 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
3 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
4 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
5 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

6 65. Defendant did not authorize or permit all of its hourly employees to take at least a ten
7 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
8 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
9 were missed Defendant failed to pay the 1-hour premium, as required.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

12 **AGAINST ALL DEFENDANT**

13 **Cal. Labor Code §§ 1198, 2802**

14 **(Plaintiff Against All Defendant)**

15 66. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 67. Labor Code §2802 requires employers to indemnify employees for necessary
18 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

19 68. Plaintiff and Class Members are often required to bring their own tools. For example,
20 on information and belief, Plaintiff has been required to purchase and provide a spray gun pistol,
21 a sander, and other required tools and supplies. He is not reimbursed for such costs even though
22 he is not paid twice the minimum wage.

23 69. Plaintiff and Class Members also clock in and out on an app on their phones called
24 Workpay. Although they are reimbursed for the initial cost associated with downloading the app,
25 they are not reimbursed for the mandatory phone usage. Defendant also fails to reimburse Plaintiff
26 and Class Members for milage when using their vehicles for business purposes.

1 70. Plaintiff and Class Members are owed reimbursement for the aforementioned expenses,
2 as well as interest, attorneys' fees and penalties based on Defendant's willful failure to reimburse
3 for necessary business expenses.

4 **EIGHTH CAUSE OF ACTION**
5 **PAYSTUB AND RECORD KEEPING VIOLATION**
6 **AGAINST ALL DEFENDANT**
7 **Cal. Labor Code §§ 226, 1174(d)**
8 **(Plaintiff Against All Defendant)**

9 71. Plaintiff incorporates by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 72. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
12 wage statements to Plaintiff and the Class Members in accordance with Labor Code §§ 226 and
13 keep accurate records as required by §1174(d).

14 73. Wage statements fail to list the accurate total hours as they include sick pay, holiday
15 pay, and meal premiums. Wage statements also fail to list the name of the legal entity that is the
16 employer as they list "Knieselsholdco Inc." although that entity is not registered to do business in
17 California.

18 74. Derivative of the claims above, the statements provided to Plaintiff and Class Members,
19 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,
20 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
21 pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

22 75. §226 (a) requires:

23 A. An employer, semimonthly or at the time of each payment of wages,
24 shall furnish to his or her employee, either as a detachable part of the check,
25 draft, or voucher paying the employee's wages, or separately if wages are paid
26 by personal check or cash, an accurate itemized statement in writing showing
27 (1) gross wages earned, (2) total hours worked by the employee, except as
28 provided in subdivision (j), (3) the number of piece-rate units earned and any

1 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
2 deductions, provided that all deductions made on written orders of the employee
3 may be aggregated and shown as one item, (5) net wages earned, (6) the
4 inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and only the last four digits of his or her social security number or an
6 employee identification number other than a social security number, (8) the
7 name and address of the legal entity that is the employer and, if the employer is
8 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
9 and address of the legal entity that secured the services of the employer, and (9)
10 all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee...

12 76. Such failures called injury to Plaintiff and others, by, among other things, impeding
13 them from knowing the true legal name of their employer, the total hours worked, and the amount
14 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
15 accurately itemize the gross wages earned, net wages earned, and total hours worked.

16 77. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and Class
17 Members to sign employment-related contracts and documents that contained unlawful terms of
18 employment, including invalid meal period waivers resulting from a noncompliant meal period
19 policy and/or practice.

20 **NINTH CAUSE OF ACTION**

21 **UNFAIR PRACTICE UNDER THE UNFAIR COMPETITION ACT (“UCL”)**

22 **AGAINST ALL DEFENDANT**

23 **(Plaintiff Against All Defendant)**

24 78. Plaintiff incorporates by reference in this cause of action each allegation of the
25 preceding paragraphs as though fully set forth herein.

26 79. Defendant knowingly committed, and upon information and belief continue to
27 commit, ongoing unlawful business practices within the meaning of the UCL, including, but not
28

1 limited to unlawful practices as described in the causes of action articulated above, and hereby
2 incorporated herein.

3 80. Plaintiff lost money and property as a result of Defendant's unlawful business
4 practices described above.

5 81. Pursuant to the UCL, Plaintiff, all Class Members, and Aggrieved Employees are
6 entitled to restitution of money or property acquired by Defendant by means of such unlawful
7 business practices, in amounts not yet known, but to be ascertained at trial.

8 82. Pursuant to the UCL, Plaintiff, Class Members, and Aggrieved Employees are entitled
9 to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does
10 not issue enjoining Defendant from engaging in the unlawful business practices described above,
11 Plaintiff and the general public will be irreparably injured.

12 83. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
13 by this Court, will continue to engage in the unlawful business practices described above in
14 violation of the UCL, in derogation of the rights of Plaintiff, Class Members, Aggrieved
15 Employees and of the general public.

16 84. Plaintiff's success in this action will result in the enforcement of important rights
17 affecting the public interest by conferring a significant benefit upon the general public.

18 85. Defendant's numerous violations of local and California law, as well as the other
19 statutory and regulatory violations alleged herein, constitute unlawful business actions and
20 practices in violation of Business and Professions Code § 17200, et seq.

21 86. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff, Class Members
22 and Aggrieved Employees are entitled to restitution of unpaid wages and penalty pay, among other
23 relief alleged herein, that were withheld and retained by Defendant during a period that commences
24 four years prior to the filing of this action. Plaintiff, Class Members and aggrieved employees are
25 further entitled to a permanent injunction requiring Defendant to comply with all provisions of
26 California labor law, including properly paying the lawful rate of pay for all hours worked,
27 providing meal/rest periods to all workers as defined herein, timely pay wages upon discharge,
28

1 maintain accurate wages statements and payroll records, in addition to an award of attorneys' fees
2 and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

3 **TENTH CAUSE OF ACTION**

4 **STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS**

5 **GENERAL ACT, LABOR CODE §2698 et seq.**

6 **(Plaintiff Against All Defendant)**

7 87. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 88. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
10 aggrieved employee, on behalf of himself and other current or former employees, may recover
11 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
12 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
13 employee under PAGA.

14 89. As set forth above, Defendant has committed numerous violations for which the Labor
15 Code provides for penalties, including violations of all applicable Labor Code provisions set forth
16 in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code
17 provisions as statutes to which §2699.3's procedural requirements must be met before a penalty
18 may be assessed under §2699(f). Plaintiff has complied with the procedural requirements specified
19 in §2699.3 by providing written notice to the Defendant and the Labor & Workforce Development
20 Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy of the Notice
21 correspondence showing compliance with §2699.3. No notice of intent to investigate the alleged
22 violations was provided within the statutory period. Consequently, Plaintiff has exhausted
23 administrative remedies, and on behalf of themselves and all other aggrieved current and former
24 employees of Defendant. Plaintiff, therefore, now pursues this cause of action as permitted by
25 §2698, et seq.

26 90. Enforcement of statutory provisions enacted to protect workers and to ensure proper
27 and prompt payment of wages due to employees is a fundamental public interest in California.
28 Consequently, Plaintiff's success in this action will result in the enforcement of important rights

1 affecting the public interest and will confer a significant benefit upon the general public. Private
2 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
3 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
4 the interests of justice to require payment of attorneys' fees and costs from any recover that might
5 be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of Civil Procedure
6 §1021.5

7 91. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
8 then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of Civil
9 Procedure §1021.5 and other applicable law in part, because:

- 10 A. A successful outcome in this action will result in the enforcement of important
11 rights affecting the public interest by requiring Defendant to comply with the
12 wage and hour laws and California's unfair business practice law;
- 13 B. This action will result in a significant benefit to Plaintiff, the Class, and the
14 general public by bringing to a halt unlawful and/or unfair activity;
- 15 C. Unless this action is prosecuted, members of the Class and general public will
16 not recover those moneys, and many of Defendant's employees would not be
17 aware that the acts and practices they were subjected to by Defendant was
18 wrongful;
- 19 D. Unless this action is prosecuted, Defendant will continue to mislead their
20 employees about the true nature of their rights and remedies under the wage and
21 hour laws; and
- 22 E. An award of attorneys' fees and costs is necessary for the prosecution of this
23 action and will result in a benefit to Plaintiff, the Class, Aggrieved Employees,
24 and to consumers in general, by preventing Defendant from continuing to
25 circumvent the wage and hour statutes and frustrate the long-standing
26 recognition by the California legislature and the courts that such statutes, as
27 pled herein, are not merely a matter of private concern between employer and
28 employee to be eviscerated by considerations of waiver, contributory

negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

That Plaintiff, Class Members, and Aggrieved Employees receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as follows:

For Causes of Action 1-9:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
2. Provision of class notice to all members of the Class;
3. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and IWC Wage Orders as to Plaintiff, Class Members and Aggrieved Employees;

For the First Cause of Action- Failure to Pay For All Hours Worked Including Overtime Hours Worked:

1. For compensatory damages according to proof at trial;
2. For prejudgment interest, at the legal rate;
3. For penalties pursuant to Labor Code §§ 218, 510, 558, 1194, 1197, 1197.1, 1198;
4. For attorneys' fees;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court may deem appropriate.

For the Second Cause of Action- Failure to Pay All Wages Owed Twice Per Month:

1. For compensatory damages according to proof at trial;
2. For penalties pursuant to Labor Code §§ 204 and 210;
3. For attorneys' fees;

4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

For the Third Cause of Action- Failure to Pay Minimum Wage:

1. For compensatory damages according to proof at trial;
2. For penalties pursuant to Labor Code §§ 558;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

For the Fourth Cause of Action- Failure to Pay Wages Due Upon Termination:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 201, 202, 203;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Fifth Cause of Action- Failure to Provide Rest Breaks:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 512, 226.7;
3. For penalties pursuant to Labor Code § 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and

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

For the Sixth Cause of Action- Failure to Permit Compliant Meal Breaks:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 512, 226.7;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Seventh Cause of Action- Failure to Reimburse for Required Business Expenses:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 2802;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

For the Eighth Cause of Action- Inaccurate Payroll Records:

1. For compensatory damages according to proof at trial;
2. For penalties pursuant to Labor Code §§ 226 and 1174;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

For the Ninth Cause of Action- Unfair Business Practices:

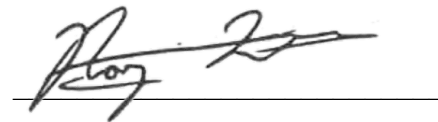
1. For a preliminary and permanent injunction requiring Defendant to (1) pay all owed wages; (2) adopt a lawful timekeeping practice; (3) provide meal and rest periods; (4) provide safe working conditions; and (5) provide and maintain appropriate payroll records;
2. For compensatory damages according to proof at trial;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper.

For the Tenth Cause of Action- PAGA

1. For penalties pursuant to the Private Attorneys General Act, Labor Code §2698 et seq.
2. For attorneys' fees;
3. For costs of suit incurred;
4. For such other and further relief as the Court deems proper.

DATED: April 16, 2025

KOUL LAW FIRM, APC



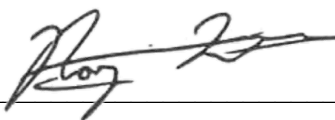
BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff GIOVANNI
PERALES ALVARADO and putative class
members

1
2
3 ***DEMAND FOR JURY TRIAL***

4 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
5 full extent permitted by law.

6 DATED: April 16, 2025

KOUL LAW FIRM, APC

7
8 

9 BY: Nazo Koulloukian, Esq.
10 Attorneys for Plaintiff GIOVANNI
11 PERALES ALVARADO and putative class
12 members
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28