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7 individually, and on behalf of all other
aggrieved employees

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ALAMEDA**

11
12 CARLIN CATO, individually, and on behalf
of all other aggrieved employees

13 Plaintiff,

14 vs.

15 UNITY COURIER SERVICE, INC., a
16 California corporation; and DOES 1 through
50, inclusive,

17 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

10/24/2022 at 01:52:33 PM

By: Angela Linhares,
Deputy Clerk

CASE NO.: **22CV020346**

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

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1 and expenses.

2 **DEFENDANTS**

3 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
4 UNITY COURIER SERVICE, INC., is, and at all times relevant hereto was, a California
5 corporation. PLAINTIFF is further informed and believes, and thereon alleges, that
6 DEFENDANT UNITY COURIER SERVICE, INC. is authorized to conduct business in the State
7 of California, and does conduct business in the State of California. Specifically, DEFENDANT
8 UNITY COURIER SERVICE, INC. maintains offices and facilities and conducts business in, and
9 engages in illegal payroll practices or policies in, the County of Alameda, State of California.

10 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
12 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
13 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
14 that PLAINTIFF and OTHER AGGRIEVED EMPLOYEES' injuries and damages, as alleged
15 herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek
16 leave of the court to amend this Complaint to allege their true names and capacities of such DOE
17 Defendants when ascertained.

18 7. At all relevant times herein, DEFENDANTS were the joint employers of
19 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
20 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
21 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
22 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
23 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
24 Defendant, and each was the alter ego of the other.

25 8. At all relevant times herein, PLAINTIFF and other aggrieved employees were
26 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
27 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
28 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying

1 PLAINTIFF and OTHER AGGRIEVED EMPLOYEES all wages earned and due, through
2 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
3 failing to provide rest and meal periods; failing to properly maintain records; failing to provide
4 accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and
5 OTHER AGGRIEVED EMPLOYEES for necessary expenditures; and requiring, permitting or
6 suffering the employees to work off the clock, in violation of the California Labor Code and the
7 applicable Welfare Commission (“IWC”) Orders.

8 9. PLAINTIFF is informed and believes, and thereon allege, that each and every one
9 of the acts and omissions alleged herein were performed by, and/or attributable to, all
10 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
11 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
12 and scope of said agency, employment and/or direction and control.

13 10. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
14 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
15 provision regulating minimum wages or hours and days of work in any order of the Industrial
16 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

17 11. As a direct and proximate result of the unlawful actions of DEFENDANTS,
18 PLAINTIFF and OTHER AGGRIEVED EMPLOYEES have suffered, and continue to suffer,
19 from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the
20 jurisdiction of this Court.

21 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

22 12. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
23 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of themselves and all
24 current and former non-exempt aggrieved employees of DEFENDANTS in the State of California
25 at any time within the period beginning one (1) year and sixty five (65) days prior to the filing of
26 this action, and ending at the time this action settles or proceeds to final judgment (“PENALTY
27 PERIOD”).

28 13. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online

1 filing on July 1, 2022 to the California Labor and Workforce Development Agency (“LWDA”)
2 and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC
3 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
4 violations. PLAINTIFF has not received any response from the LWDA. As PLAINTIFF has
5 waited more than sixty-five (65) days from the July 1, 2022 postmark date of PLAINTIFF’s
6 written notice before filing this action, PLAINTIFF has complied with all of the requirements set
7 forth in Labor Code § 2699.3 to commence a representative action under PAGA.

8 **FACTUAL ALLEGATIONS**

9 **Failure to Provide Required Meal Periods**

10 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]**

11 **(Against all DEFENDANTS)**

12 14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 15. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal payroll
15 policies and practices to deprive their non-exempt employees all wages earned and due,
16 DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and OTHER
17 AGGRIEVED EMPLOYEES to take less than the 30-minute meal period, or to work through
18 them, and have failed to otherwise provide the required meal periods to PLAINTIFF and OTHER
19 AGGRIEVED EMPLOYEES pursuant to California Labor Code § 226.7, 512 and IWC Order
20 No. 9-2001, § 11.

21 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
22 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and OTHER AGGRIEVED
23 EMPLOYEES who were not provided with a meal period, in accordance with the applicable
24 wage order, one additional hour of compensation at each employee’s regular rate of pay for each
25 workday that a meal period was not provided.

26 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
27 1197, and IWC Wage Order No. 9-2001 by failing to compensate PLAINTIFF and OTHER
28 AGGRIEVED EMPLOYEES for all hours worked during their meal periods.

1 18. As a proximate result of the aforementioned violations, PLAINTIFF and OTHER
2 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and
3 seek all wages earned and due, interest, penalties, expenses, and costs of suit.

4 **Failure to Provide Required Rest Periods**

5 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**

6 **(Against all DEFENDANTS)**

7 19. At all times relevant herein, as part of DEFENDANTS' illegal policies and
8 practices to deprive their current and former non-exempt employees all wages earned and due,
9 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
10 required under Labor Code § 226.7, and IWC Wage Order No. 9-2001, § 12.

11 20. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 9-
12 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
13 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
14 compensation at each employee's regular rate of pay for each workday that a rest period was not
15 provided.

16 **Failure to Pay Overtime Wages**

17 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

18 **(Against all DEFENDANTS)**

19 21. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-
20 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and OTHER AGGRIEVED
21 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
22 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
23 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
24 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
25 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

26 22. PLAINTIFF and OTHER AGGRIEVED EMPLOYEES are current and former
27 non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and
28 IWC Wage Order No. 9-2001. During the PENALTY PERIOD, DEFENDANTS failed to

1 compensate PLAINTIFF and OTHER AGGRIEVED EMPLOYEES for all overtime hours
2 worked as required under the foregoing provisions of the California Labor Code and IWC Wage
3 Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the
4 regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order
5 No. 9-2001, § 3; requiring, permitting or suffering PLAINTIFF and OTHER AGGRIEVED
6 EMPLOYEES to work off the clock; requiring, permitting or suffering PLAINTIFF and OTHER
7 AGGRIEVED EMPLOYEES to work through meal and rest breaks; illegally and inaccurately
8 recording time in which PLAINTIFF and OTHER AGGRIEVED EMPLOYEES worked; failing
9 to properly maintain PLAINTIFF's and OTHER AGGRIEVED EMPLOYEES' records; failing
10 to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other
11 methods to be discovered.

12 23. In violation of California law, DEFENDANTS have knowingly and willfully
13 refused to perform their obligations to compensate PLAINTIFF and OTHER AGGRIEVED
14 EMPLOYEES for all wages earned and all hours worked. As a proximate result, PLAINTIFF
15 and OTHER AGGRIEVED EMPLOYEES have suffered, and continue to suffer, substantial
16 losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses
17 and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under
18 state law, all to their respective damages in amounts according to proof at time of trial, and within
19 the jurisdiction of this Court.

20 24. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
21 1194, 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California Labor Code
22 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
23 Code and IWC Wage Orders, PLAINTIFF and OTHER AGGRIEVED EMPLOYEES are entitled
24 to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
25 attorneys' fees, expenses, and costs of suit.

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Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]

(Against all DEFENDANTS)

25. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

26. During the PENALTY PERIOD, DEFENDANTS failed to pay PLAINTIFF and OTHER AGGRIEVED EMPLOYEES minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and OTHER AGGRIEVED EMPLOYEES to work off the clock; requiring, permitting or suffering PLAINTIFF and OTHER AGGRIEVED EMPLOYEES to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and OTHER AGGRIEVED EMPLOYEES worked; failing to properly maintain PLAINTIFF's and OTHER AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFF and OTHER AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

27. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and OTHER AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and OTHER AGGRIEVED EMPLOYEES are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **Failure to Timely Pay Wages During Employment**

2 **[Cal. Labor Code §§ 204]**

3 **(Against all DEFENDANTS)**

4 28. Pursuant to California Labor Code § 204, for all labor performed between the 1st
5 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
6 employees between the 16th and 26th day of the month during which the labor was performed.
7 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
8 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
9 between the 1st and 10th day of the following calendar month. In addition, California Labor
10 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
11 paid no later than the payday of the next regular payroll period.

12 29. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
13 to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by
14 the next regular payroll period as required by California Labor Code § 204.

15 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

16 **[Cal. Labor Code §§ 201, 202, 203]**

17 30. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
18 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
19 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
20 discharge are due and payable immediately.

21 31. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
22 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
23 employment, unless the employee provided 72 hours previous notice of his or her intention to
24 quit, in which case the employee is entitled to his or wages at the time of quitting.

25 32. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
26 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
27 employer is liable for waiting time penalties in the form of continued compensation to the
28 employee at the same rate for up to 30 workdays.

1 33. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
2 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
3 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 9-2001, § 7]**

6 34. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
7 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
8 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
9 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 9-2001, § 7, including but
10 not limited to the following records: total daily hours worked by each employee; applicable rates
11 of pay; all deductions; meal periods; time records showing when each employee begins and ends
12 each work period; and accurate itemized statements.

13 **Failure to Furnish Accurate Itemized Wage Statements**

14 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

15 **(Against all DEFENDANTS)**

16 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 36. During the PENALTY PERIOD, DEFENDANTS routinely failed to provide
19 PLAINTIFF and OTHER AGGRIEVED EMPLOYEES with timely, accurate, and itemized wage
20 statements in writing showing each employee's gross wages earned, total hours worked, the
21 number of piece-rate units earned and any applicable piece rate, all deductions made, net wages
22 earned, the name and address of the legal entity or entities employing PLAINTIFF and OTHER
23 AGGRIEVED EMPLOYEES, the inclusive dates of the period for which the employee is paid,
24 only the last four digits of the employees social security number or an employee identification
25 number other than a social security number, and all applicable hourly rates in effect during each
26 pay period and the corresponding number of hours worked at each hourly rate, in violation of
27 California Labor Code § 226 and IWC Wage Order No. 9-2001, § 7.

28 37. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally

1 failed to provide PLAINTIFF and OTHER AGGRIEVED EMPLOYEES with timely, accurate,
2 and itemized wage statements in accordance with California Labor Code § 226(a).

3 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
4 PLAINTIFF and OTHER AGGRIEVED EMPLOYEES have been damaged in an amount
5 according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally,
6 PLAINTIFF and OTHER AGGRIEVED EMPLOYEES are entitled to all available statutory
7 penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e),
8 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
9 not limited to those provided in California Labor Code § 226(e), as well as other available
10 remedies.

11 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
12 **Duties**

13 **[Cal. Labor Code § 2802]**

14 **(Against all DEFENDANTS)**

15 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 40. California Labor Code § 2802(a) requires an employer to indemnify an employee
18 for all necessary expenditures or losses incurred by the employee in direct consequence of the
19 discharge of his or her duties, or of his or her obedience to the directions of the employer.

20 41. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
21 to indemnify PLAINTIFF and OTHER AGGRIEVED EMPLOYEES for all business expenses
22 and/or losses incurred in direct consequence of the discharge of their duties while working under
23 the direction of DEFENDANTS, including but not limited to expenses for uniforms and other
24 employment-related expenses, in violation of California Labor Code § 2802.

25 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and OTHER AGGRIEVED EMPLOYEES have been damaged in an amount
27 according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest
28 thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and OTHER

1 AGGRIEVED EMPLOYEES are entitled to all available statutory penalties and an award of
2 costs, expenses, and reasonable attorneys' fees, including those provided in California Labor
3 Code § 2802(c), as well as other available remedies.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **[Cal. Labor Code § 2698, et seq.]**

7 **(Against All DEFENDANTS)**

8 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in paragraphs 1 through 42.

10 44. PLAINTIFF is an "aggrieved employees" within the meaning of Labor Code §
11 2699(c), and proper representatives to bring a civil action on behalf of themselves and other
12 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
13 specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and
14 one or more of the alleged Labor Code violations was committed against PLAINTIFF during the
15 PENALTY PERIOD.

16 45. PLAINTIFF seeks to recover civil penalties through a representative action
17 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
18 Cal.4th 969. Thus, class certification is not required.

19 46. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
20 penalties from DEFENDANTS in a representative action for the violations set forth above,
21 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
22 512, 1174(d), 1194, 1197, 1198, and 2802.

23 47. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
24 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
25 provided, including but not limited to the following:

26 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
27 DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars (\$100) for the
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1 initial violation for each failure to pay each employee and two hundred dollars (\$200) per
2 employee for violations in subsequent pay periods.

3 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
4 DEFENDANTS are subject to a civil penalty in the amount of two hundred and fifty dollars
5 (\$250) per aggrieved employee for the initial pay period where a violation occurs and one
6 thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.

7 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
8 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare Commission,”
10 including Labor Code §§ 510 and 512, shall be subject to a civil penalty, in addition to any other
11 penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee
12 for each pay period for which the employee was underpaid and one hundred dollars (\$100) for
13 each subsequent violation for each underpaid employee for each pay period for which the
14 employee was underpaid. In addition, PLAINTIFF seeks civil penalties in the amount sufficient
15 to recover unpaid wages owed to aggrieved employees pursuant to Labor Code § 558(a).

16 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
17 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

18 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
19 paid to any employee a wage less than the minimum fixed by an order of the commission, shall be
20 subject to a civil penalty as follows: for any initial violation that is intentionally committed, one
21 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
22 is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars
23 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
24 regardless of whether the initial violation was intentionally committed.

25 48. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
26 penalty is not specifically provided, the following civil penalties are established: one hundred
27 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
28 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

1 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
2 violations of Labor Code provisions for which a civil penalty is not specifically provided,
3 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

4 42. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to Labor
5 Code § 2699(g)(1).

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved
8 employees, respectfully prays for relief against DEFENDANTS and DOES 1 through 50,
9 inclusive, and each of them, as follows:

10 1. For civil penalties according to proof, including but not limited to the amount of any
11 unpaid wages of PLAINTIFFS and other aggrieved employees and all penalties authorized by
12 the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

13 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California
14 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
15 interest;

16 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any
17 other applicable provisions providing for attorney's fees and costs; and

18 4. For such further relief that the Court may deem just and proper.

19 DATED: October 24, 2022

20 Respectfully submitted,

21 **MATERN LAW GROUP, PC**

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23 By: 

24 _____
25 Matthew J. Matern
26 Dalia R. Khalili
27 Attorneys for Plaintiff
28 CARLIN CATO, individually, and on behalf
of all others similarly situated

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DATED: October 24, 2022

MATERN LAW GROUP, PC



CARLIN CATO, individually, and on behalf
of all others similarly situated