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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FRANCISCO CHAVEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LITTLEJOHN-REULAND CORPORATION;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 25STCV15471

Hon. Elihu M. Berle

Dept. 6

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Maintain Accurate Records;
6. Failure to Reimburse Business Expenses;
7. Unfair Competition; and
8. Violations of the Private Attorneys General Act

**JURY TRIAL DEMANDED; REQUEST
FOR PUBLIC INJUNCTIVE RELIEF**

1 Plaintiff FRANCISCO CHAVEZ (“Plaintiff”), individually and on behalf of all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against defendants LITTLEJOHN-REULAND CORPORATION; and DOES 1
4 through 10, inclusive (collectively, “Defendants”), and alleges with knowledge with respect to his own
5 acts and on information and belief as to other matters as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure § 382, is
8 brought by Plaintiff individually and on behalf of all current and former non-exempt employees
9 employed by Defendants in California during the Class Period (collectively the “Class” or “Class
10 Members”). The term Class Period is defined as four (4) years prior to the filing of this action to the
11 date of class certification.

12 2. This proposed class action seeks, *inter alia*, unpaid minimum, regular, and overtime
13 wages, meal and rest break premium pay, statutory penalties, liquidated damages, interest, reasonable
14 attorneys’ fees, and costs. Plaintiff’s action is brought under, *inter alia*, the California Industrial
15 Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code of
16 Regulations, California Business & Professions Code §§ 17200 *et seq.*, California Civil Code §§ 3287
17 and 3289, California Code of Civil Procedure § 1021.5, and California Labor Code §§ 204, 206, 210,
18 221, 222, 223, 224, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804,
19 and 2810.3.

20 3. Under the California Unfair Competition Law, Business and Professions Code §§
21 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute,
22 Plaintiff, on behalf of himself and the proposed Class, seeks declaratory relief, injunctive relief, and
23 restitution of all benefits Defendants have received from their employees due to their unlawful
24 business practices, including but not limited to, their failure to timely provide minimum, regular, and
25 overtime compensation due for all hours worked during their employment, failure to provide
26 compliant meal periods and rest breaks to their employees or compensation in lieu thereof, failure to
27 provide accurate itemized wage statements, failure to keep accurate records, and failure to reimburse
28 business expenses.

4. Plaintiff also brings a representative action, under Labor Code §§ 2698, *et seq.*, on behalf of all other current and former employees of Defendants employed in California during the PAGA Period, including exempt, non-exempt, and/or misclassified employees (collectively, “Aggrieved Employees”). The term “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants through the date of final judgment.

5. This representative action is brought under, *inter alia*, the California Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure § 1021.5, and Labor Code §§ 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2804.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California market so as to render the exercise of jurisdiction over them by the California courts consistent with the traditional notions of fair play and substantial justice.

7. Venue in this County is proper under California Business & Professions Code § 17203 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct substantial business in this County, and/or Defendants' liability arose in this County.

PARTIES

8. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. Defendants have employed Plaintiff as a non-exempt employee during the Class Period, from approximately 2017 through and including the present. Plaintiff is an electrician journeyman whose job duties include providing electrical power to machines, panels, etc. Plaintiff would pull wire, terminate, and perform other similar tasks.

9. Defendant LITTLEJOHN-REULAND CORPORATION is a California corporation,

1 with its principal place of business located at 4575 Pacific Boulevard, Vernon, California 90058.
2 LITTLEJOHN-REULAND CORPORATION is a full service electric motor repair shop, electrical
3 contractor and service company founded in 1926.

4 10. Plaintiff is unaware of the true names and capacities of those Defendants identified as
5 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
6 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
7 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
8 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
9 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
10 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
11 responsible for one or more of the wrongful acts and omissions and some portion of the damages
12 alleged herein.

13 11. At all times relevant hereto, each defendant acted in all respects pertinent to this action
14 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
15 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
16 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
17 the Class Members.

18 12. Defendants, each and all of them, at all times relevant, were the joint employers, parent
19 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
20 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
21 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
22 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
23 of Plaintiff's damages alleged herein.

24 13. There exists a unity of interest in ownership between Defendants and DOES 1 through
25 10, inclusive, such that any individuality and separateness between the individual and the corporation
26 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
27 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
28 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete

1 control and dominance over such business; (b) that Defendants were conceived, intended and used by
2 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
3 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
4 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
5 inclusive, or some other individual or entity which he or he owns or controls, with the intent to hinder,
6 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
7 principal-agency relationship between and among Defendants.

8 14. At all relevant times, Defendants were agents of each other and acting within the course
9 and scope of their agency.

10 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

11 15. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this action
12 individually and as a class action on behalf of a proposed Class defined as follows:

13 Class:

14 All current and former non-exempt employees employed by Defendants (whether
15 directly or through staffing agencies) in the State of California within four (4) years
16 prior to the commencement of this action to the date of class certification.

17 16. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and 3.765,
18 to amend or modify the respective definitions of the Class and/or Subclasses to provide greater
19 specificity and/or further division into subclasses or limitation to particular issues based on further
20 investigation and discovery.

21 17. This action is brought, and may properly be maintained, as a class action pursuant to
22 California Code of Civil Procedure § 382 because there is a well-defined community of interest in the
23 litigation, and the proposed class is easily ascertainable. This action presents questions of common
24 interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and
25 superiority requirements of this provision.

26 18. Through this action, Plaintiff alleges Defendants have consistently maintained and
27 enforced against Plaintiff and Class Members unlawful employment practices and policies which
28 violate the Labor Code and IWC Wage Orders.

1 19. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the
2 Class Period, Defendants failed to pay Plaintiff and Class Members all minimum, regular, and
3 overtime wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During
4 the Class Period, Plaintiff and Class Members regularly worked more than eight (8) hours and/or 10
5 hours per workday, over 40 hours per workweek, and/or over eight (8) hours per workday on the
6 seventh consecutive day of work. Defendants' practices and policies deprived Plaintiff and Class
7 Members of minimum, regular, and overtime wages for work they performed off the clock. Defendants
8 required Plaintiff and Class Members to complete work-related tasks off the clock, such as
9 communicating with Defendants and/or their customers and working through meal periods. Plaintiff
10 and Class Members were also often required to carry a communication device during their meal
11 periods.

12 20. **Meal Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
13 the Class Period, Defendants deprived Plaintiff and Class Members of the opportunity to take all of
14 their statutorily entitled meal periods within the appropriate time intervals or provide compensation in
15 lieu thereof in violation of the Labor Code and IWC Wage Orders. During the Class Period,
16 Defendants failed to provide timely off-duty 30-minute meal periods within the appropriate time
17 intervals to Plaintiff and other Class Members as required by Labor Code § 512 and § 11 of the
18 applicable Wage Order. Specifically, Plaintiff and Class Members frequently had their meal periods
19 shortened, interrupted, late, and/or missed altogether due to Defendants' practice of understaffing and
20 prioritizing work demands over taking compliant breaks. Plaintiff and Class Members were often
21 required to carry a communication device during their meal periods. Accordingly, Defendants failed
22 to authorize and permit and/or make available to Plaintiff and Class Members timely, uninterrupted
23 off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10
24 hours in a workday, and failed to compensate Plaintiff and Class Members with an additional hour of
25 pay at their regular rate of pay for every day in which they were denied a compliant meal period, in
26 violation of the Labor Code and the applicable IWC Wage Orders.

27 21. **Rest Period Violations:** Plaintiff is informed, believes, and thereon alleges that during
28 the Class Period, Defendants failed to permit Plaintiff and Class Members to take all of their statutorily

1 entitled 10- minute rest periods for every four (4) hours worked or major fraction thereof or provide
2 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class
3 Members missed their rest breaks or had them interrupted or governed by Defendants' practices and
4 policies, including scheduling and understaffing. Specifically, Defendants permitted Plaintiff to take
5 only one uninterrupted, off-duty 10-minute rest period per shift even though his regular shift was from
6 6:00AM to 2:30PM. Plaintiff and Class Members were also often required to carry a communication
7 device during their rest periods. Notwithstanding the above rest break violations, Defendants failed to
8 compensate Plaintiff and Class Members with an additional hour of pay at their regular rate of pay for
9 every day in which they suffered a rest period violation. Accordingly, Employer violated the Labor
10 Code and the applicable IWC Wage Orders.

11 **22. Failure to Reimburse Business Expenses:** Plaintiff is informed, believes, and thereon
12 alleges that during the Class Period, Defendants failed to reimburse Plaintiff and Class Members for
13 necessary business expenses incurred in the performance of their duties in violation of the Labor Code
14 and IWC Wage Orders. During the Class Period, Defendants failed to reimburse Plaintiff and Class
15 Members for all business expenses incurred for Defendants' benefit. For example, Plaintiff and Class
16 Members were required to use their personal cell phones for work-related tasks, including clocking in
17 and out and communicating with Defendants and/or their customers, without reimbursement. In
18 addition, Plaintiff and Class Members were occasionally required to purchase miscellaneous electrical
19 installation materials, such as electrical fittings, from Home Depot or other hardware stores without
20 reimbursement.

21 **23. Wage Statement Violations:** Plaintiff is informed, believes, and thereon alleges that
22 during the Class Period, Defendants failed to furnish Plaintiff and Class Members with accurate and
23 complete wage statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class
24 Members received wage statements which did not accurately reflect the gross and net wages earned,
25 total hours worked, all applicable rates of pay and the corresponding number of hours worked at each
26 pay rate, and correct entity name and address on wage statements issued to Plaintiff and Class
27 Members, among other things in violation of the Labor Code and IWC Wage Orders.

28 **24. Failure to Keep Accurate Records:** Plaintiff is informed, believes, and thereon alleges

1 that during the Class Period, Defendants failed to keep accurate and complete records of the hours
2 worked by Plaintiff and Class Members in violation of the Labor Code and IWC Wage Orders.

3 25. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
4 described throughout this Complaint were willful.

5 **NUMEROSITY**

6 26. The Class is so numerous that joinder of all of its members is impracticable. While the
7 exact number and identities of Class Members are unknown to Plaintiff at this time and can only be
8 ascertained through appropriate discovery, Plaintiff is informed, believes, and thereon alleges that the
9 Class consists of more than 50 persons.

10 27. A class action is the only available method for the fair and efficient adjudication of this
11 controversy. The members of the Class are so numerous that joinder of all members is impractical, if
12 not impossible. The identity of Class Members can be ascertained by analysis of Defendants'
13 employee and payroll records.

14 **COMMONALITY**

15 28. Common questions of fact and law exist as to all members of the Class that predominate
16 over any questions affecting only individual Class Members. These common legal and factual
17 questions include, but are not limited to, the following:

18 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum,
19 regular, and overtime wages for all hours worked by Plaintiff and Class Members;

20 (b) Whether Defendants rounded the time worked by Plaintiff and Class Members,
21 including meal periods, to Defendants' advantage;

22 (c) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
23 minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

24 (d) Whether Defendants auto-deducted 30-minute meal periods for missed or short
25 meal periods;

26 (e) Whether Defendants failed to permit timely, uninterrupted, off-duty 10- minute
27 rest breaks for every four (4) hours or major fraction thereof worked by Plaintiff and Class Members
28 without compensation in lieu thereof;

1 (f) Whether Defendants failed pay premium wages to class members when they
2 have not been provided with required meal and/or rest periods;

3 (g) Whether Defendants failed to timely pay Plaintiff and Class Members all wages
4 due by the time set forth in Labor Code § 204;

5 (h) Whether Defendants failed to issue accurate itemized wage statements to
6 Plaintiff and Class Members;

7 (i) Whether Defendants failed to maintain accurate records;

8 (j) Whether Defendants failed to reimburse Plaintiff and Class Members for
9 necessary business expenditures;

10 (k) Whether Defendants' conduct was willful;

11 (l) Whether Defendants engaged in unfair competition in violation of California
12 Business & Professions Code §§ 17200 *et seq.*;

13 (m) Additional common questions of law and fact that may develop as the litigation
14 progresses.

15 **TYPICALITY**

16 29. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical of
17 the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising out of
18 and caused by Defendants' unlawful policies and practices; the claims arise out of the same course of
19 conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the claims of the
20 Class; and the legal issues raised under California state law as a result of Defendants' conduct apply
21 equally to Plaintiff and the Class Members.

22 **ADEQUACY OF REPRESENTATION**

23 30. Plaintiff is an adequate representative of the Class, in that Plaintiff's claims (and
24 defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with Plaintiff's
25 fellow Class Members and will be able to fairly and adequately protect the interests of the Class.
26 Plaintiff has the same interests in the litigation of this case as the Class Members; and is committed to
27 vigorous prosecution of this case and has retained competent counsel experienced in class action and
28 wage and hour litigation of this nature.

1 **PREDOMINANCE**

2 31. Defendants have engaged in a common course of wage and hour abuse toward Plaintiff
3 and Class Members. The common issues arising from this conduct that affect Plaintiff and Class
4 Members predominate over any individual issues. Adjudication of these common issues in a single
5 action has important and desirable advantages of judicial economy.

6 **SUPERIORITY OF CLASS ACTION**

7 32. A class action is superior to other available methods for the fair and efficient
8 adjudication of this controversy because individual litigation of the claims of all Class Members is
9 impracticable. Even if every Class Member could afford individual litigation, the court system could
10 not. It would be unduly burdensome to the courts in which individual litigation of numerous cases
11 would proceed. Individualized litigation would also present the potential for varying, inconsistent, or
12 contradictory judgments and would magnify the delay and expense to all parties and to the court
13 system resulting from multiple trials of the same complex factual issues. Moreover, individual actions
14 by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the
15 conduct of this action as a class action, with respect to some or all of the issues presented herein,
16 presents fewer management difficulties, conserves the resources of the parties and the court system,
17 and protects the rights of each Class Member.

18 33. Defendants have acted or refused to act in respects generally applicable to the Class,
19 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
20 herein.

21 **PUBLIC POLICY CONSIDERATIONS**

22 34. Employers in the State of California violate employment and labor laws every day.
23 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
24 Former employees are fearful of bringing actions because they believe their former employers might
25 damage their future endeavors through negative references and/or other means. Class actions provide
26 Class Members who are not named in the action with a type of anonymity that allows for the
27 vindication of their rights while affording them privacy protections.

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(Against All Defendants)

35. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

36. At all relevant times, Defendants had a duty to comply with Labor Code §§ 204, 206, 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California Code of Regulations.

37. Labor Code § 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

38. Labor Code § 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

39. Labor Code § 210 provides:

every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a citation or pursuant to Section 98.3.

40. Labor Code § 221 provides “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

41. Labor Code § 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

42. Labor Code § 224 prohibits any deduction from an employee’s wages which is not

1 either authorized by the employee in writing or permitted by law.

2 43. Labor Code § 246 requires employers to provide and allow employees to use at least
3 24 hours, or three days, of paid sick leave per year.

4 44. Labor Code § 227.3 requires employers to pay terminated employees for their unused
5 paid vacation time at their final rate of pay.

6 45. At all times relevant, Labor Code § 510, and applicable sections of the California Code
7 of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and continue to
8 apply to Class Members' employment with Defendants. Labor Code § 510 and applicable provisions
9 of the California Code of Regulations and IWC Wage Orders state that any work performed in excess
10 of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half times the
11 employee's regular rate of pay. Any work performed in excess of 12 hours in a workday must be
12 compensated at the rate of no less than twice the regular rate of pay for an employee.

13 46. Labor Code § 558 provides "[a]ny employer or other person acting on behalf of an
14 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
15 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
16 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
17 each pay period for which the employee was underpaid in addition to an amount to recover underpaid
18 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
19 for each pay period for which the employee was underpaid in addition to an amount sufficient to
20 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
21 employee."

22 47. Labor Code § 1182.12 sets forth the minimum hourly wage that must be paid to all
23 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
24 minimum wage rates that must be paid to employees for all hours worked in those locales where each
25 local ordinance is in effect. Labor Code § 1197 affirms that it is unlawful to pay less than the state or
26 local minimum wage, whichever is higher, for any hour of work.

27 48. Labor Code § 1194 provides that any employee receiving less than the legal minimum
28 wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil

1 action the unpaid balance of the full amount of the minimum wage or overtime compensation,
2 including interest thereon, reasonable attorney's fees, and costs of suit.

3 49. Labor Code § 1194.2 authorizes the recovery of liquidated damages in an amount equal
4 to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

5 50. Labor Code § 1197 provides that the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
7 minimum so fixed is unlawful.

8 51. Labor Code § 1198 prohibits employers from employing for longer hours or less
9 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
10 the Labor Commissioner.

11 52. The failure to pay at least minimum wages to Plaintiff and Class Members for each and
12 every hour worked violates Labor Code §§ 1812.11-1812.12, 1194, 1194.2, and 1197; the § 4 of the
13 applicable IWC Wage Order; and the Business & Professions Code.

14 53. The failure to pay designated wages to Plaintiff and Class Members for each and every
15 hour worked violates Labor Code §§ 221 and 223; § 3 of the applicable IWC Wage Order; and the
16 Business & Professions Code.

17 54. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
18 and Class Members regularly worked in excess of eight (8), 10, and/or 12 hours per workday and over
19 40 hours per workweek and were not paid all wages at their proper rate of pay for overtime, double
20 time, and meal and rest period premiums, and off-the-clock work including due to rounding, among
21 other things.

22 55. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
23 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including minimum,
24 regular, overtime, and double time wages) by failing to accurately record all time worked, failing to
25 compensate Plaintiff and Class Members with premium pay, and requiring off-the-clock work without
26 compensation, among other things.

27 56. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
28 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of

1 earnings from minimum, regular, overtime, and double time compensation due, in an amount to be
2 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

3 57. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
4 conduct described herein, have committed an "intentional theft of wages in an amount greater than
5 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
6 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
7 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
8 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
9 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
10 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law.
11 Plaintiff and the Class Members Plaintiff seeks to represent are thus entitled to recover from
12 Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California
13 Penal Code § 496(c).

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

16 **(Against All Defendants)**

17 58. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
18 fully set forth herein.

19 59. At all relevant times, Defendants had a duty to comply with Labor Code §§ 226.7 and
20 512, and the applicable IWC Wage Orders and California Code of Regulations.

21 60. Labor Code § 512 and § 11 of the IWC Wage Orders prohibit an employer from
22 employing any person for a work period of more than 5 hours per day without providing the employee
23 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
24 except that if the total work period per day is no more than 6 hours, the meal period may be waived
25 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
26 is required if an employee works more than 10 hours per day and must begin before the employee's
27 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
28 may be waived by mutual consent of the employer and employee, but only if the first meal period was

1 not waived.

2 61. § 11 of the applicable IWC Wage Orders state that “[u]nless the employee is relieved
3 of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal
4 period and counted as time worked.”

5 62. Labor Code § 226.7(b) and the IWC Wage Orders prohibit an employer from requiring
6 any employee to work during a meal period mandated by any California statute, regulation, standard
7 or order. If an employer fails to provide an employee with a meal period in accordance with state law,
8 Labor Code § 226.7(c) and the IWC Wage Orders require that the employer pay the employee one
9 additional hour of pay at the employee’s regular rate of compensation for each workday that the meal
10 period is noncompliant.

11 63. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
12 meal periods when working more than five (5) hours and/or 10 hours per workday because their first
13 and second meal periods were missed, late, interrupted, short, and/or not free of all duties.

14 64. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
15 period premiums for noncompliant meal periods pursuant to Labor Code § 226.7(b) and the applicable
16 IWC Wage Order and California Code of Regulations.

17 65. Plaintiff is informed, believes, and thereon alleges that Class Members did not
18 voluntarily waive their meal periods.

19 66. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein,
20 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
21 premium pay for meal period violations and earnings, in an amount to be established at trial, plus
22 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period violations
23 are deemed unpaid wages, Plaintiff will also seek attorneys’ fees and costs pursuant to statute.

24 67. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
25 conduct described herein, have committed an “intentional theft of wages in an amount greater than
26 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
27 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
28 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived

1 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
2 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
3 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law Plaintiff
4 is informed, believes, and thereon alleges that meal period premiums are wages, gratuities, benefits,
5 or other compensation within the meaning of California Penal Code § 487m. Plaintiff and the Class
6 Members Plaintiff seeks to represent are thus entitled to recover from Defendants treble damages and
7 costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**

10 **THEREOF**

11 **(Against All Defendants)**

12 68. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
13 fully set forth herein.

14 69. At all relevant times, Defendants had a duty to comply with Labor Code § 226.7 and
15 the applicable IWC Wage Orders and California Code of Regulations.

16 70. Labor Code § 226.7(a) states "No employer shall require any employee to work during
17 any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

18 71. § 12 of the applicable IWC Wage Order provides in relevant part that:

19 (A) Every employer shall authorize and permit all employees to take
20 rest periods, which insofar as practicable shall be in the middle of each
21 work period. The authorized rest period time shall be based on the total
22 hours worked daily at the rate of ten (10) minutes net rest time per four
23 (4) hours or major fraction thereof. However, a rest period need not be
24 authorized for employees whose total daily work time is less than three
25 and one-half (3 1/2) hours. Authorized rest period time shall be counted
26 as hours worked for which there shall be no deduction from wages.

24 (B) If an employer fails to provide an employee a rest period in
25 accordance with the applicable provisions of this order, the employer
26 shall pay the employee one (1) hour of pay at the employee's regular rate
of compensation for each work day that the rest period is not provided.

27 72. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
28 and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or 10 hours

1 per workday.

2 73. During the Class Period, Plaintiff and Class Members did not receive compliant 10-
3 minute rest periods for every four hours worked or major fraction thereof because rest breaks were
4 missed, interrupted, shortened, restricted to the worksite, and/or not free of all duties.

5 74. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
6 period premiums for noncompliant rest periods pursuant to Labor Code § 226.7(b) and the applicable
7 IWC Wage Order.

8 75. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
9 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
10 earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To the
11 extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will also
12 seek attorneys' fees and costs pursuant to statute.

13 76. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
14 conduct described herein, have committed an "intentional theft of wages in an amount greater than
15 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
16 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
17 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
18 Plaintiff and Class Members of wages, as defined in Labor Code § 200, gratuities, as defined in Labor
19 Code § 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages,
20 gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law Plaintiff
21 is informed, believes, and thereon alleges that rest period premiums are wages, gratuities, benefits, or
22 other compensation within the meaning of California Penal Code § 487m. Plaintiff and the Class
23 Members Plaintiff seeks to represent are thus entitled to recover from Defendants treble damages and
24 costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

27 **(Against All Defendants)**

28 77. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

2 78. At all relevant times, Defendants had a duty to comply with Labor Code § 226 and the
3 applicable IWC Wage Orders and California Code of Regulations.

4 79. Labor Code § 226(a) requires that, semimonthly or at the time of each payment of
5 wages, employers must furnish each employee with an accurate itemized wage statement in writing
6 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
7 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
8 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
9 identification number of the employee, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
11 at each hourly rate.

12 80. Labor Code § 226(e)(1) authorizes an employee suffering injury as a result of a
13 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
14 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
15 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
16 an award of costs and attorneys' fees.

17 81. § 7 of the IWC Wage Orders requires Defendants to maintain time records showing,
18 among other things, when the employee begins and ends each work period, meal periods taken, and
19 total daily hours worked in an itemized wage statement, and must show all deductions and
20 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
21 Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have knowingly
22 and intentionally failed to comply with the IWC Wage Orders.

23 82. Throughout the Class Period, Defendants provided wage statements that did not
24 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
25 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
26 wage statements, among other things, making it difficult for Plaintiff and Class Members to determine
27 whether they were paid correctly for all hours worked, which deductions were made, and the extent of
28 any underpayment. Plaintiff has had to file this lawsuit in order to determine the extent of the

1 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
2 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
3 earned. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages
4 from Defendants. Defendants' violations of Labor Code § 226(a) prevented Plaintiff and Class
5 Members from knowing, understanding and disputing the wages paid to them, and resulted in an
6 unjustified economic enrichment to Defendants.

7 83. Defendants knowingly and intentionally failed to provide accurate, itemized wage
8 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
9 have suffered injury in accordance with Labor Code § 226. Plaintiff and the Class are therefore entitled
10 to the damages and penalties provided for under Labor Code § 226(e).

11 84. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code §
12 226(h), compelling Defendants to comply with Labor Code § 226, and seek the recovery of attorneys'
13 fees and costs incurred in obtaining this injunctive relief.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO MAINTAIN ACCURATE RECORDS**

16 **(Against All Defendants)**

17 85. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
18 fully set forth herein.

19 86. At all relevant times, Defendants had a duty to comply with Labor Code §§ 1174 and
20 1198 and maintain accurate records on behalf of Plaintiff and Class Members.

21 87. Labor Code § 1174 requires employers to maintain accurate and complete payroll
22 records, including employee hours worked and wages paid.

23 88. Labor Code § 1174.5 provides: "Any person employing labor who willfully fails to
24 maintain the records required by subdivision (c) of Section 1174 or accurate and complete records
25 required by subdivision (d) of Section 1174, or to allow any member of the commission or employees
26 of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil
27 penalty of five hundred dollars (\$500)."

28 89. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,

1 Defendants willfully failed to maintain accurate and complete payroll records, including employee
2 hours worked and wages paid.

3 90. Thus, Plaintiff and Class Members are entitled to the penalties set forth in Labor Code
4 § 1174.5.

5 **SIXTH CAUSE OF ACTION**
6 **FAILURE TO REIMBURSE BUSINESS EXPENSES**
7 **(Against All Defendants)**

8 91. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
9 fully set forth herein.

10 92. At all relevant times, Defendants had a duty to comply with Labor Code §§ 2800 and
11 2802 and the applicable IWC Wage Orders and California Code of Regulations.

12 93. Labor Code § 2800 requires employers to indemnify employees for losses caused by
13 the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class Members
14 failed to request, demand, notify or otherwise seek reimbursement for their expenses and losses,
15 Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their own
16 negligence.

17 94. Labor Code § 2802(a) requires that employers indemnify and reimburse employees for
18 all business expenses, which are defined as all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of the employee's duties or otherwise incurred based
20 on the employee's obedience to the employer's directions. Labor Code § 2802(b) authorizes
21 employees to recover in a court action interest which shall accrue from the date on which the employee
22 incurred the necessary expenditure or loss. Labor Code § 2802(c) authorizes employees, who to
23 enforce their right to reimbursements under Labor Code § 2802, to also recover attorneys' fees and
24 costs.

25 95. During the Class Period, Defendants failed to reimburse Plaintiff and Class Members
26 for all business expenses incurred for Defendants' benefit. For example, C Plaintiff and Class
27 Members were required to use their personal cell phones for work-related tasks, including clocking in
28 and out and communicating with Defendants and/or their customers, without reimbursement. In

1 addition, Plaintiff and Class Members were occasionally required to purchase miscellaneous electrical
2 installation materials, such as electrical fittings, from Home Depot or other hardware stores without
3 reimbursement.

4 96. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have
5 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
6 established at trial, plus prejudgment interest, attorney's fees, and costs.

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Against All Defendants)**

10 97. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
11 fully set forth herein.

12 98. Defendants have engaged and continue to engage in unfair and/or unlawful business
13 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
14 failing to pay Plaintiff and Class Members all minimum wages owed.

15 99. Defendants' utilization of these unfair and/or unlawful business practices deprived
16 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
17 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
18 Defendants' competitors who have been and/or are currently employing workers and attempting to do
19 so in honest compliance with applicable wage and hour laws.

20 100. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
21 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
22 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
23 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

24 101. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Complaint in this action.

26 102. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
28 Defendants' current non-exempt employees, and to enforce important rights affecting the public

1 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is
2 entitled to recover under Code of Civil Procedure § 1021.5.

3 **EIGHTH CAUSE OF ACTION**

4 **CIVIL PENALTIES AND INJUNCTIVE RELIEF UNDER PAGA**

5 **(Against All Defendants)**

6 103. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
7 fully set forth herein.

8 104. On March 20, 2025, Plaintiff notified Defendants, via certified mail, and the California
9 Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of
10 the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and civil penalties
11 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
12 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
13 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under
14 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

15 105. Defendants have committed several Labor Code violations against Plaintiff and other
16 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
17 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this representative action
18 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
19 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
20 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
21 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
22 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
24 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
25 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
26 per employee per pay period for those violations of the Labor Code for which no civil penalty is
27 specifically provided, based on the following Labor Code violations:

28 (a) Violation of Labor Code §§ 204, 210, 221, 223, 224, 510, 558, 1194, 1197,

1 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other Aggrieved
2 Employees during employment;

3 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and
4 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved
5 Employees at these employees' respective regular rates of compensation for rest period violations;

6 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal
7 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
8 Employees at these employees' respective regular rates of compensation for meal period violations;

9 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
10 Aggrieved Employees with accurate and compliant itemized wage statements;

11 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
12 other Aggrieved Employees less than the statutory or contractual rate;

13 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain
14 accurate records on behalf of Plaintiff and other Aggrieved Employees;

15 (g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
16 business expenses to Plaintiff and other Aggrieved Employees; and

17 (h) Derivative violations of Labor Code § 1199.

18 106. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
19 penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

20 107. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
21 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff, on behalf of himself and the proposed Class, prays for judgment
24 and the following specific relief against Defendants, jointly and severally, as follows:

25 1. That the Court certify the proposed Class and Subclasses, and any other class or
26 subclasses as appropriate under California Code of Civil Procedure § 382;

27 2. That Plaintiff be appointed as the Class Representative;

28 3. That Amanda E. Manahan and Shaheen Anthony Etemadi of Manahan O'Dell LLP and

1 Paul Haines of Haines Law Group be appointed as Class Counsel for all purposes;

2 4. For compensatory damages in an amount according to proof with interest thereon;

3 5. For such general, economic, and/or special damages in an amount according to proof
4 with interest thereon;

5 6. For treble damages pursuant to Penal Code § 496(c) for violation of Penal Code §
6 487m;

7 7. For statutory penalties to the extent permitted by law, including those pursuant to the
8 Labor Code and IWC Wage Orders;

9 8. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor
10 Code § 1194 and Code of Civil Procedure § 1021.5;

11 9. For restitution to Plaintiff and Class Members of all money and property unlawfully
12 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
13 Professions Code §§ 17200 *et seq.*;

14 10. For an order requiring Defendants to restore and disgorge all funds to each employee
15 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
16 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

17 11. For liquidated damages pursuant to Labor Code § 1194.2;

18 12. For prejudgment interest on all sums recovered pursuant to Labor Code § 218.6, Civil
19 Code §§ 3287 and 3289, and applicable law;

20 13. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
21 provided by law;

22 14. A declaratory judgment that the practices complained of herein are unlawful under
23 California law;

24 15. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, Aggrieved
25 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a)
26 and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each
27 employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor
28 Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)

1 \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558
2 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
4 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
5 per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation
6 per employee per pay period for those violations of the Labor Code for which no civil penalty is
7 specifically provided;

8 16. Upon the Eighth Cause of Action, for appropriate injunctive relief pursuant to Labor
9 Code § 2698 *et seq.*; and

10 17. An award of such other and further relief as this Court may deem appropriate.

11
12 Dated: June 3, 2025

MANAHAN O'DELL LLP

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14 By: Shaheen Anthony Etemadi
15 Shaheen Anthony Etemadi
16 Attorneys for Plaintiff
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Dated: June 3, 2025

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
Attorneys for Plaintiff