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March 11, 2025

File No. 731.03

VIA INTERNET UPLOAD

Director
Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973065161)

HR/President
Crown Energy Services, Inc. & DOES 1-10
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478-4630

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973065178)

President/HR
Able Services, Inc./
Able Engineering Services, Inc. & DOES 1-10
868 Folsom Street
San Francisco, CA 94107

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973065185)

President/HR
ABM Industries Incorporated & DOES 1-10
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478-4630

Re: *Dozier, et al. v. Crown Energy Services, Inc., et al.*

Dear Sir or Madam:

This office represents Lloyd Dozier an aggrieved employees employed by the above-named employer(s) pursuant to California Labor Code §§ 2699, *et seq.* Accordingly, we are informing you of our representation and ask that all communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

II. § 2699, et seq., LABOR CODE VIOLATIONS.

Our client has numerous legal claims against the abovementioned parties. In summary, Defendants issued confusing wage and earning statements to the Plaintiff, unlawfully underpaid paid overtime compensation, failed to reimburse employee work related expenses, failed to pay meal break premiums, failed to pay regular minimum wages, among other claims.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include all California Labor Code provisions in California including but not limited to violations of Labor Code subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, 1198.5, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections

2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, and the Labor Code provisions specified in the enclosed draft complaint.

Please take notice, if any Defendant maintains that any of the named Plaintiff's claims lack merit, provide all facts in support of your contention within 30 days of the date of this letter. Otherwise, Plaintiff will presume the claims asserted herein have merit and will proceed accordingly.

III. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code § 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

Thomas D. Rutledge
/s/Thomas D. Rutledge

Enclosure

Cc: Lloyd Dozier (via e-mail)

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7 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

LLOYD DOZIER, an individual, on)
behalf of the State of California and)
aggrieved employees pursuant to the)
Private Attorneys General Act (PAGA))

Plaintiffs,

vs.

CROWN ENERGY SERVICES, INC., a)
California corporation; ABLE)
SERVICES, INC., an unknown entity;)
ABLE ENGINEERING SERVICES,)
INC., an unknown entity; and DOES 1)
through 50,)

Defendants.

Case No.:

**COMPLAINT VIA THE PAGA
FOR:**

1. Failure to pay minimum/regular wages;
2. Failure to Pay State Overtime;
3. Failure to Pay Wages Timely;
4. Failure to Comply with Meal and Rest Break Laws;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Provide and Maintain Records;
7. Failure to Reimburse Expenses;
8. Sick Pay Violations; and
9. Violations of Various Miscellaneous Provisions of the Labor Code via the PAGA.

1 Plaintiff LLOYD DOZIER, on behalf of the State of California and acting for
2 the interests of other current and former employees (“Aggrieved Employees” or
3 “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff is not suing in his individual capacity; he is proceeding herein
6 solely under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor
7 Code §§ 2698, *et seq.*, seeking civil penalties on behalf of the State of California and
8 for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104
9 (2023); *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024).

10 **JURISDICTION AND VENUE**

11 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter
12 jurisdiction is proper in the Superior Court of California, County of San Diego, State
13 of California because Plaintiffs allege claims arising under California law.

14 3. This Court has jurisdiction over the Defendants because each is an
15 association, corporation, business entity, or individual that conducts substantial
16 business in the State of California.

17 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
18 proper in the Superior Court of California for the County of San Diego because
19 Defendants are doing business in the County of San Diego, California and because
20 PAGA enforcement actions are not limited to the county in which Aggrieved
21 Employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60
22 Cal. App. 5th 1069, 1075 (2021) (in a PAGA action, a plaintiff is not limited to the
23 county in which he or she performed work).

24 **THE PARTIES**

25 5. Plaintiff LLOYD DOZIER is an individual and resident of California,
26 County of San Diego.

27 6. Defendant CROWN ENERGY SERVICES, INC. is an Illinois
28 corporation doing business in California, County of San Diego.

1 7. Defendant ABLE SERVICES, INC. is an unknown entity doing business
2 in California, County of San Diego.

3 8. Defendant ABLE ENGINEERING SERVICES, INC. is an unknown
4 entity doing business in California, County of San Diego.

5 9. The true names and capacities, whether individual, corporate, associate or
6 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
7 Plaintiffs at this time. Plaintiffs therefore sues said Defendants by such fictitious names
8 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
9 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
10 when their names are ascertained. Plaintiffs are informed and believe, and based
11 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
12 for the events and actions alleged herein.

13 10. Unless otherwise specified by name, the named Defendants and DOES 1
14 through 50 will be collectively referred to as "DEFENDANT EMPLOYER" and/or
15 "Defendants."

16 11. Plaintiffs are informed and believe, and based thereon allege, that each
17 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
18 ego for each of the other Defendants and each were co-conspirators with respect to the
19 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
20 the other pursuant to the conspiracy and in proximate connection with the other
21 Defendant(s).

22 12. Plaintiffs are informed and believe, and based thereon allege, that each
23 Defendant was acting partly within and partly without the scope and course of their
24 employment, and was acting with the knowledge, permission, consent, and ratification
25 of every other Defendant.

26 13. Plaintiffs are informed and believe, and based thereon allege that each of
27 the Defendants was an agent, managing general partner, managing member, owner, co-
28 owner, partner, employee, and/or representative of each of the Defendants and was at

1 all times material hereto, acting within the purpose and scope of such agency,
2 employment, contract and/or representation, and that each of them is jointly and
3 severally liable to Plaintiffs.

4 14. Plaintiffs are informed and believe, and based thereon allege that each of
5 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
6 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
7 ego, based in part, on the facts set forth below.

8 15. Plaintiffs are informed and believe, and based thereon allege, that each
9 of the named Defendants are part of an integrated enterprise and have acted or
10 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
11 making each of them liable for the wage and hour violations alleged herein.

12 16. Plaintiffs are informed and believe, and therefore allege, that one, more
13 than one, or each of the named Defendants are liable to the Plaintiffs under legal
14 theories and doctrines including but not limited to (1) the common law joint employer
15 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
16 Defendants worked as the central hub to an overall business operation by which the
17 interrelationship between these Defendants makes each of the Defendants liable for
18 the wage and hour violations alleged herein.

19 **GENERAL ALLEGATIONS**

20 17. Defendants are in the facility maintenance business.

21 18. During all times relevant, Defendants hired and employed the named
22 Plaintiff as a nonexempt worker.

23 19. The named Plaintiff is an “aggrieved employee” within the meaning of
24 the PAGA because Defendants employed Plaintiffs in California and Plaintiffs
25 experienced one or more of the alleged Labor Code violations committed against the
26 Plaintiff, and therefore the named Plaintiff is properly suited to act on behalf the state,
27 and collect civil penalties for all violations committed against the Aggrieved
28 Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

1 20. California law provides that an aggrieved employee may file a
2 representative action under the PAGA against an employer for civil penalties in
3 connection with violations of the Labor Code and Wage Order.

4 21. On information and belief, current and former employees of Defendants
5 suffered from Defendants' Labor Code violations.

6 **Minimum Wage/Regular Wage claims.**

7 22. During all times relevant, Plaintiffs are informed and believe and thereon
8 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
9 EMPLOYER paid Plaintiff and Aggrieved Employees wages at less than the rate
10 required under state, federal, and local law.

11 23. Plaintiffs are informed and believe and thereon allege that Defendants, for
12 example, Defendants encouraged the Plaintiff and Aggrieved Employees to work off
13 the clock to meet deadlines and employer demands that could not be accomplished
14 during normal working hours, thus causing Plaintiff and Aggrieved Employees to work
15 off the clock depriving Aggrieved Employees from compensation.

16 24. In some instances, Plaintiff and Aggrieved Employees begin the workday
17 prior to the start of their paid scheduled shifts to perform work activities which
18 include, among other tasks, unloading tools, cleaning tools, and carrying tools into the
19 workplace from their personal vehicles.

20 25. This time worked is unpaid and Defendants know or should have known
21 that work is being performed without compensation.

22 26. Plaintiff and Aggrieved Employees continue working after their shift ends
23 to complete tasks including, but not limited to loading tools, cleaning tools, and
24 carrying tools back to their personal vehicles.

25 27. These tasks are completed while being logged into Defendants'
26 timekeeping system.

27 28. Plaintiff and Aggrieved Employees are not compensated for this time
28 that Defendants require and/or permits them to work.

1 29. Again, Defendants know or should have known that work was being
2 performed without compensation.

3 30. These are only a few examples of what is believed to be many examples
4 of where Aggrieved Employees were unpaid wages.

5 31. All this time that Defendants require Plaintiff and Aggrieved
6 Employees to work without compensation deprives them of substantial amounts of
7 pay to which they are entitled under California law, including overtime premium pay
8 for hours worked in excess of 8 in a workday or 40 in a workweek.

9 32. Plaintiffs are also informed and believe and thereon allege that Defendants
10 used a timekeeping system whereby Defendants rounded down Aggrieved Employees'
11 worktime, resulting in lost wages in an amount to be determined at trial.

12 33. As a result of the foregoing, Defendants refused to pay Aggrieved
13 Employees for the above-described hours at their regular rate or minimum wage rate in
14 an amount to be determined at trial.

15 **Failure to Pay State Overtime.**

16 34. During all times relevant, Plaintiffs are informed and believe and thereon
17 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
18 EMPLOYER failed to pay Plaintiff and Aggrieved Employees state overtime
19 compensation and/or the correct amount of overtime and sick pay compensation.

20 35. This claim is generally premised on the facts described above, but when
21 Plaintiff and Aggrieved Employees also had the right to overtime compensation,
22 Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to
23 be proven at trial.

24 36. Further, Plaintiffs are informed and believe and thereon allege that
25 DEFENDANT EMPLOYER failed to pay Plaintiff and Aggrieved Employees for the
26 right amount of overtime and sick pay due to Defendants' failure to include "bonus
27 pay" into Plaintiff and Aggrieved Employees' regular rate of pay for overtime and/or
28 sick pay purposes in an amount to be proven at trial.

1 37. See Plaintiff's wage statement dated December 29, 2023 attached as
2 **Exhibit 1** which shows Plaintiff earned \$8,075.64, yet during what is believed to be
3 the same pay period Plaintiff worked 9 hours of overtime and 8 hours of sick time.

4 **Meal and Rest Break Claims.**

5 38. During all times relevant, Plaintiffs are informed and believe and thereon
6 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
7 EMPLOYER failed to authorize and/or permit Plaintiff and Aggrieved Employees to
8 take all their compliant off-duty meal and rest breaks during the required timeframe as
9 required by law and failed to pay them premium pay, in an amount to be proven at
10 trial.

11 39. Plaintiffs are informed and believe and thereon allege that when Plaintiff
12 and Aggrieved Employees worked more than five and/or ten hours in a workday, they
13 were deprived their right to take lawful meal breaks and Defendants failed to pay them
14 premium pay for the missed or noncompliant meal breaks, in an amount to be proven
15 at trial.

16 40. By way of example, Plaintiffs are informed and believe and thereon allege
17 that Plaintiff and Aggrieved Employees clocked out for meal breaks but would many
18 times continue working, thus unlawfully depriving them of an uninterrupted meal
19 break.

20 41. By way of further example, on March 20, 2024, March 21, 2024, and
21 March 28, 2024, Plaintiff worked six straight hours before Defendant allowed him to
22 take a meal break in violation of California law.

23 42. On March 21, 2024, and March 28, 2024, Plaintiff worked a total of ten
24 straight hours and Defendant did not allow Plaintiff to enjoy a second meal break in
25 violation of California law.

26 43. As for rest breaks, because of Defendants' policy, practice, and work
27 demands, Defendants prevented Plaintiff and Aggrieved Employees from taking all
28 their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be

1 proven at trial, and Defendants failed to pay them premium pay as required under
2 California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

3 44. The foregoing are examples of what Plaintiffs believe are many instances
4 of how Defendants prevented Plaintiffs/Aggrieved Employees from taking their lawful
5 breaks.

6 **Failure to Reimburse.**

7 45. During all times relevant, Plaintiffs are informed and believe and thereon
8 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
9 EMPLOYER required Plaintiff and Aggrieved Employees to incur various work-
10 related expenses which were never reimbursed.

11 46. Plaintiffs are informed and believe and thereon allege the unreimbursed
12 purchases the named Plaintiffs and Aggrieved Employees were required to make to
13 perform their work include, but are not limited to unpaid mileage reimbursements for
14 trips taken on behalf of the Defendants and tools purchased for work-related
15 purposes, among other things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal.
16 App. 4th 1137 (2014) (“We hold that when employees must use their personal cell
17 phones for work-related calls, Labor Code section 2802 requires the employer to
18 reimburse them. Whether the employees have cell phone plans with unlimited
19 minutes or limited minutes, the reimbursement owed is a reasonable percentage of
20 their cell phone bills.”)

21 **Erroneous Wage Statements in Violation of Labor Code § 226.**

22 47. During all times relevant, and pursuant to company policy and/or practice
23 and/or direction and continuing to the present, and pursuant to company policy and/or
24 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
25 Defendants issued confusing and inaccurate wage and earning statements to Plaintiff
26 and Aggrieved Employees in violation of Labor Code § 226.

27 48. Plaintiffs allege Aggrieved Employees’ paystubs were inaccurate because
28 Defendants failed to pay them all wages, as alleged above, supporting a derivative

1 claim under Labor Code § 226.

2 49. Further, Defendants issued confusing wage statements that seemed to
3 indicate that CROWN ENERGY SERVICES, INC. and ABLE SERVICES, INC. were
4 his employers, but Plaintiff signed a number of documents that said that ABM
5 INDUSTRIES, among a number of similarly sounding entities were his employer, in
6 violation of Labor Code § 226.

7 **Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, 256,**
8 **etc.**

9 50. During all times relevant and pursuant to the above-mentioned policies,
10 Plaintiffs are informed and believe and thereon allege that DEFENDANT
11 EMPLOYER failed to pay all wages to which Plaintiff and Aggrieved Employees had
12 the right to receive under the law in a timely manner.

13 51. As to the named Plaintiffs specifically, as alleged above Defendants failed
14 to timely pay Plaintiffs wages in violation of the Labor Code including but not limited
15 to §§ 201-203, and 204.

16 52. For example, on the named Plaintiff quit his employment on or about
17 April 18, 2024, yet Defendants did not issue Plaintiff's final paycheck until May 7,
18 2024 in violation of the Labor Code.

19 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

20 53. This is a PAGA enforcement action filed pursuant to Labor Code §§
21 2698, 2699 that generally consists of the following group:

22 **All persons Defendants employed in the State of California**
23 **from March 11, 2024 to the present.**

24 54. All members of the above group will be referred to as the "Aggrieved
25 Employees."

26 55. The "PAGA Period" means from **March 11, 2024** to the present, the
27 timeframe where the scope of statute allows Plaintiffs to recover penalties.

28 56. California law provides that an employee may file an action against an

1 employer to recover penalties for violations of the Labor Code and Wage Orders
2 provided the aggrieved employee files an action on behalf of him/her or herself/himself
3 and similarly-situated current and former employees.

4 57. At all material times, DEFENDANT EMPLOYER and DOES 1 through
5 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
6 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
7 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
8 Labor Code or any provision regulating hours and days of work in any Order of the
9 Industrial Welfare Commission and, as such, are subject to penalties for each
10 underpaid employee as set for in Labor Code § 558.

11 58. As set forth in further detail below, because of the analysis and
12 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the
13 California Labor and Workforce Development Agency (LWDA) and to DEFENDANT
14 EMPLOYER informing DEFENDANT EMPLOYER of their claims and their intent to
15 pursue litigation.

16 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

17 59. On or about **March 11, 2025**, Plaintiffs began to exhaust his/her
18 administrative remedies by sending correspondence to the LWDA and via certified
19 mail to DEFENDANT EMPLOYER indicating Plaintiffs are pursuing the claims
20 alleged in this Complaint pursuant to the PAGA.

21 60. By the time the statutory period for Plaintiffs expires from the first letter
22 alleged above, the LWDA likely will not have served Plaintiffs with notice of intent
23 to assume jurisdiction over the applicable penalty claims and did not provide notice as
24 set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period, but more to
25 follow as time expires before this Complaint is amended to report the actual facts.

26 61. Therefore, once the statutory waiting period expires based on the
27 presumed facts above, Plaintiffs will have exhausted all applicable administrative
28 remedies thus permitting Plaintiffs the ability to seek the penalty claims sought in this

1 Complaint.

2 **FIRST CAUSE OF ACTION**

3 **Representative Claim for PAGA Penalties**

4 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

5 **Failure to Pay Local/State Minimum/Regular/Prevailing Wages**

6 **in Violation of California Labor Code §§ 1194, 1197, 1197.1,**

7 **1771, 1774, 1776, 1811, and 1815, 1198, and the applicable Industrial Welfare**

8 **Commission (IWC) Wage Order via § 1198, and**

9 **where applicable the Local Min. Wage Ordinance**

10 **(Against all Defendants)**

11 62. Plaintiffs re-allege and incorporate by reference the foregoing
12 allegations, as though set forth herein.

13 63. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
14 1815, and 1198, it is unlawful for a California employer to suffer or permit an
15 employee to work without paying wages for all hours worked, as required by the
16 applicable IWC Wage Order and, where applicable on public works projects,
17 prevailing wage laws.

18 64. During all times relevant, Defendants were required to pay Plaintiffs and
19 other Aggrieved Employees their respective hourly rate for all hours worked and/or
20 minimum wages and/or prevailing wages per state law or applicable local law.

21 65. During all times relevant, at least one of the IWC Wage Orders applied
22 to Plaintiffs' employment with Defendants.

23 66. Pursuant to the applicable Wage Order, "hours worked" include the time
24 during which an employee is "suffered or permitted to work, whether or not required
25 to do so."

26 67. Under state and, where appropriate, local law, every employer must pay
27 each nonexempt employee minimum wages. (*See, e.g.,* Los Angeles County
28 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

1 68. Plaintiffs seek to recover penalties pursuant to the PAGA from the
2 Defendants for any violations of the foregoing laws during the proposed PAGA
3 Period.

4 69. Labor Code § 1194 subdivision (a) permits an action to recover wages
5 because of the payment of a wage less than the minimum wage “applicable to the
6 employee” including attorneys’ fees, costs, and interest.

7 70. At all material times, Defendants were and/or are Aggrieved Employees’
8 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
9 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
10 penalties for each underpaid employee as set for in Labor Code § 558.

11 71. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
12 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
13 period for the initial violation and two hundred (\$200.00) for each aggrieved
14 employee per pay period for each subsequent violation in which Defendants violated
15 the minimum wage and/or regular wage provisions of the Labor Code, including but
16 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
17 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is
18 all in an amount to be shown according to proof at trial.

19 72. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
20 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and
21 costs incurred herein all in an amount to be shown according to proof at trial.
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2 **SECOND CAUSE OF ACTION**

3 **Representative Claim for PAGA Penalties**

4 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

5 **Failure to Pay State Overtime and/or Double-Time Compensation**

6 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, §§ 351-356,**
7 **1182.12, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, 1198, and the**
8 **Applicable IWC Wage Order**

9 (Against all Defendants)

10 73. Plaintiffs re-allege and incorporate by reference the foregoing
11 allegations as though set forth herein.

12 74. California law requires an employer to pay each employee for the actual
13 hours worked. *See* Cal. Labor Code §§ 200, 226.

14 75. During all times relevant, one or more of the IWC Wage Orders applied
15 to Plaintiffs' employment with Defendants.

16 76. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
17 Order 4, "hours worked" include the time during which an employee is "suffered or
18 permitted to work, whether or not required to do so."

19 77. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
20 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
21 hours in a week and eight (8) hours in a day, the employer must pay the employee's
22 regular hourly wage.

23 78. For each hour (or fraction thereof) an employee works over forty (40)
24 hours in a week or more than eight (8) hours in a workday the employer must pay the
25 rate of one and a half times the employee's regular hourly wage.

26 79. For each hour (or fraction thereof) an employee works more than twelve
27 (12) hours in one day or more than eight (8) hours a day on the seventh consecutive
28 day of work, the employer must compensate the employee at the rate of no less than

1 twice the regular rate of pay for that employee.

2 80. At all material times, Defendants were and/or are Aggrieved Employees’
3 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
4 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to
5 penalties for each underpaid employee as set for in Labor Code § 558.

6 81. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
7 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
8 period for the initial violation and two hundred (\$200.00) for each aggrieved
9 employee per pay period for each subsequent violation in which Defendants violated
10 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
11 and 1194, the exact amount of the penalties sought is in an amount to be shown
12 according to proof at trial.

13 82. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from
14 Defendants, and each of them, penalties, attorneys’ fees, and costs incurred herein all
15 in an amount to be shown according to proof at trial.

16 **THIRD CAUSE OF ACTION**

17 **Representative Claim for PAGA Penalties**

18 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
19 **Failure to Timely Pay Earned Wages in Violation of California**
20 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**
21 **218.5, 218.6, 256, 1198, and the applicable Wage Order**
22 **(Against all Defendants)**

23 83. Plaintiffs re-allege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 84. Pursuant to Labor Code § 201, “If an employer discharges an employee,
26 the wages earned and unpaid at the time of discharge are due and payable
27 immediately.”

28 85. Pursuant to Labor Code § 201.3, temporary employment agencies must

1 pay temporary employees weekly.

2 86. Pursuant to Labor Code § 202, “If an employee not having a written
3 contract for a definite period quits his or her employment, his or her wages shall
4 become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.”

7 87. Labor Code § 203 provides, in pertinent part: “If an employer willfully
8 fails to pay, without abatement or reduction, ... any wages of an employee who is
9 discharged or who quits, the wages of the employee shall continue as a penalty from
10 the due date thereof at the same rate until paid or until an action therefore is
11 commenced; but the wages shall not continue for more than 30 days. ...”

12 88. Pursuant to Labor Code § 204, “all wages ... earned by any person in
13 any employment are due and payable twice during each calendar month, on days
14 designated in advance by the employer as the regular paydays.”

15 89. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
16 employee during any calendar week and prior to or on the regular payday shall be
17 paid for not later than the regular payday of the employer for such weekly-paid
18 employee falling during the following calendar week.”

19 90. Defendants did not properly pay Plaintiff and potentially other
20 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
21 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

22 91. At all material times, Defendants and DOES 1 through 50 were and/or
23 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
24 Employees’ employer, within the meaning of California Labor Code § 558, and, as
25 such, are subject to penalties for each underpaid employee as set for in Labor Code §
26 558.

27 92. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of the foregoing Labor laws during the proposed PAGA

1 Period.

2 93. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
3 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
4 period for the initial violation and two hundred (\$200.00) for each aggrieved
5 employee per pay period for each subsequent violation in which Defendants violated
6 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

7 94. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs,
8 damages, and other remedies pursuant to the PAGA in an amount to be proven at trial
9 all in an amount to be shown according to proof at trial.

10 **FOURTH CAUSE OF ACTION**

11 **Representative Claim for PAGA Penalties**

12 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
13 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
14 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**
15 **(Against all Defendants)**

16 95. Plaintiffs re-allege and incorporate by reference the foregoing allegations
17 as though set forth herein.

18 96. Plaintiffs seek to recover penalties pursuant to the PAGA from the
19 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the
20 proposed PAGA Period.

21 97. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation in which all culpable Defendants violated
25 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
26 an amount to be shown according to proof at trial.

27 98. Wherefore, Plaintiffs request all remedies available to them and to the
28 Aggrieved Employees pursuant to the PAGA all in an amount to be shown according

1 to proof at trial.

2 **FIFTH CAUSE OF ACTION**

3 **Representative Claim for PAGA Penalties**

4 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
5 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
6 **and the applicable IWC Wage Order**

7 (Against all Defendants)

8 99. Plaintiffs re-allege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 100. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
11 pertinent part, that every employer shall, “semimonthly or at the time of each
12 payment of wages, shall furnish to his or her employees, either as a detachable part of
13 the check, draft, or voucher paying the employee's wages, or separately if wages are
14 paid by personal check or cash, an accurate itemized statement in writing showing (1)
15 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
16 piece-rate units earned and any applicable piece rate if the employee is paid on a
17 piece-rate basis, (4) all deductions, provided that all deductions made on written
18 orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of his or her social security
21 number..., (8) the name and address of the legal entity that is the employer. . . , and
22 (9) all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee and, beginning July 1,
24 2013, if the employer is a temporary services employer as defined in Section 201.3,
25 the rate of pay and the total hours worked for each temporary services assignment. . .”
26 Labor Code § 226 subdivision (a).

27 101. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during

1 the proposed PAGA Period.

2 102. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
3 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
4 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
5 pay period for each subsequent violation in which all culpable Defendants violated
6 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
7 of the applicable penalty is all in an amount to be shown according to proof at trial.

8 103. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
9 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
10 costs incurred herein under §§ 226, 226.3, and 226.6 all in an amount to be shown
11 according to proof at trial.

12 **SIXTH CAUSE OF ACTION**

13 **Representative Claim for PAGA Penalties**

14 **For Failure to Maintain Required Records in Violation of California**

15 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

16 (Against All Defendants)

17 104. Plaintiffs re-allege and incorporate by reference the foregoing
18 allegations as though set forth herein.

19 105. Section 7 of the typical Wage Order requires every employer to
20 maintain time and payroll records.

21 106. Plaintiffs seek to recover penalties pursuant to the PAGA from the
22 Defendants for any violations of Labor Code § 1174 for failing to maintain certain
23 records which employers are required to maintain, including but not limited to, an
24 accurate record indicating the number hours worked by the Plaintiffs.

25 107. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
26 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
27 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
28 pay period for each subsequent violation in which all culpable Defendants violated

1 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
2 of the applicable penalty is all in an amount to be shown according to proof at trial.

3 108. For the reasons alleged herein, Plaintiffs seek all available remedies
4 pursuant to the PAGA all in an amount to be shown according to proof at trial.

5 **SEVENTH CAUSE OF ACTION**

6 **Representative Claim for PAGA Penalties**

7 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

8 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**
9 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

10 (Against all Defendants)

11 109. Plaintiffs re-allege and incorporate by reference the foregoing allegations
12 as though set forth herein.

13 110. California Labor Code § 2802 requires employers to indemnify their
14 employees for expenses and losses incurred while discharging their duties or
15 obedience to the directions of their employer.

16 111. California Labor Code § 2804 prohibits waiver of this statutory right.

17 112. Plaintiffs seek to recover penalties pursuant to the PAGA from the
18 Defendants for any violations of Labor Code § 2802 for failing to reimburse
19 employees for work-related expenses.

20 113. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
21 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
22 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
23 pay period for each subsequent violation in which all culpable Defendants violated
24 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
25 of the applicable penalty is all in an amount to be shown according to proof at trial.

26 114. For the reasons alleged herein, Plaintiffs seek all available remedies
27 pursuant to the PAGA all in an amount to be shown according to proof at trial.

1 **EIGHTH CAUSE OF ACTION**

2 **Representative Claim for Civil Penalties Under the PAGA for**
3 **Violations of Labor Code §§ 246 and 246(l) and**
4 **Municipal Paid Sick Leave Ordinances**

5 115. Plaintiffs re-allege and incorporate by reference the foregoing allegations
6 as though set forth herein.

7 116. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law,
8 employers in California must provide employees with paid sick leave to be paid at a
9 specified rate of pay which must factor in additional earnings during a given pay
10 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
11 App. 5th 742 (2023).

12 117. Plaintiffs are informed and believe and therefore allege that Defendants
13 did not pay sick leave to Aggrieved Employees in violation of California law.

14 118. Defendants have failed to (1) provide paid sick leave; (2) include
15 required information about paid sick leave in wage notices and/or wage statements,
16 including without limitation information on the amount of paid sick leave hours
17 accrued; (3) provide required information about paid sick leave to employees,
18 including without limitation at the time of hire; (4) at the time of hire, provide
19 employees with written notice of the employer's name, address, and telephone
20 number; (5) provide required information about paid sick leave in English, Spanish,
21 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
22 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
23 statements, and therefore Defendants have violated one or more municipal sick leave
24 ordinances, including without limitation the sick leave ordinances of Berkeley,
25 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
26 Monica.

27 119. The PAGA imposes upon Defendants, and each of them, civil penalties
28 for violating Labor Code §§ 246 and 246(l).

1 120. Civil penalties under the PAGA are equitable in nature. *Nationwide*
2 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

3 121. At all material times, Defendants were and/or are Aggrieved Employees'
4 employers or persons acting on behalf of Aggrieved Employees' employer, within the
5 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
7 regulating hours and days of work in any Order of the Industrial Welfare Commission
8 and, as such, are subject to penalties for each underpaid employee as set for in Labor
9 Code § 558.

10 122. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
11 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
12 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
13 employee for subsequent violations for all Labor Code provisions for which a civil
14 penalty is not specifically provided.

15 123. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
16 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
17 amount to be shown according to proof.

18 124. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
19 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
20 amount to be shown according to proof.

21 125. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
22 State of California and Aggrieved Employees seek to recover from Defendants, and
23 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
24 determined at trial.

1 **NINTH CAUSE OF ACTION**

2 **Representative Claim for PAGA Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
4 **for Violations of California Labor Code subdivision (k) of Section 96, Sections**
5 **98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209,**
6 **and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227,**
7 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
8 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, §§ 351-**
9 **356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435,**
10 **450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,**
11 **921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153,**
12 **1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3,**
13 **Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298,**
14 **1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and**
15 **1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,**
16 **1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,**
17 **1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections**
18 **2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections**
19 **3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

20 **(Against all Defendants)**

21 126. Plaintiffs re-allege and incorporate by reference the foregoing allegations
22 as though set forth herein.

23 127. Plaintiffs have sent their written notice to the LWDA and Defendants of
24 the specific sections of the California Labor Code Defendants violated and continue
25 to violate.

26 128. Plaintiffs will file an amended complaint once they have exhausted their
27 administrative remedies and are entitled to pursue claims and remedies as authorized
28 by PAGA.

1 129. Pursuant to Labor Code § 2699, any provision of the Labor Code that
2 provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies or employees for violation of
4 the code may, as an alternative, be recovered through a civil action brought by an
5 aggrieved employee on behalf of himself or herself and other current or former
6 employees pursuant to the procedures specified in Labor Code § 2699.3.

7 130. Plaintiffs seek to recover penalties pursuant to the PAGA from the
8 Defendants for any violations of the foregoing Labor Codes.

9 131. Plaintiffs are “aggrieved employees” because Plaintiffs were employed
10 by the alleged violator and had one or more of the alleged violations committed
11 against Plaintiffs, and therefore are properly suited to represent the interests of other
12 current and former Represented Employees.

13 132. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
14 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 132a,
15 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
16 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3,
17 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
18 subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351-356, and 403,
19 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
20 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
21 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
22 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections
23 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
24 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
25 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
26 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
27 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
28 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,

1 6310, 6311, and 6399.7.

2 133. As to Labor Code §§ 96, 98.6, 132a, and 1102.5, *et seq.*, Plaintiff alleges
3 that Defendants discriminated and retaliated against the named Plaintiff because of
4 her workplace injury and Defendants' fear that Plaintiff would report Defendants to
5 governmental authorities.

6 134. Labor Code § 558 establishes a civil penalty as follows: Any employer
7 or other person acting on behalf of an employer who violates, or causes to be violated,
8 a section of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission (including the "Hours and Days of Work"
10 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
11 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
12 which the employee was underpaid in addition to an amount sufficient to recover
13 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
14 each underpaid employee for each pay period for which the employee was underpaid
15 in addition to an amount sufficient to recover underpaid wages; and (3) wages
16 recovered pursuant to this section shall be paid to the affected employee.

17 135. Plaintiffs seek penalties for Defendants' conduct as alleged herein as
18 permitted by law for every Labor Code provision currently on the books, all statutes
19 of which are incorporated herein by reference as though set forth in full.

20 136. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
21 attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other
22 current and former Represented Employees as alleged herein all in an amount to be
23 shown according to proof at trial.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 26 1. That Defendants be found liable to the Plaintiffs;
27 2. For all remedies available to the Plaintiffs under the applicable
28 provisions of the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.*

1 including an award of attorneys' fees, costs, interest, liquidated damages, damages,
2 penalties and waiting time penalties according to proof to the extent permitted by law;

3 3. For maximum civil penalties available under the Labor Code and
4 applicable Wage Order as described more particularly in this Complaint, including
5 but not limited to penalties pursuant to Labor Code § 558;

6 4. That Aggrieved Employees be awarded reasonable attorneys' fees where
7 available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*,
8 Code of Civil Procedure § 1021.5, and/or other applicable laws; and

9 5. For any other relief the Court may deem just, proper, and equitable.

10 Dated: March 11, 2025

Law Office of Thomas D.
Rutledge

11
12 By: DRAFT
13 /s/Thomas D. Rutledge
14 Attorney for Plaintiffs
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