

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Upinder Kalra

LAW OFFICE OF KELLY Y. CHEN

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Attorney for Plaintiff EMILIO CASTENEDA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EMILIO CASTANEDA, an individual,

Plaintiff,

vs.

HC WEST, LLC, a business; and DOES 1-20,

Defendants.

Case No.: **22STCV35517**

COMPLAINT

- (1) Failure to Pay All Wages;
- (2) Failure to Provide Meal and Rest Periods and Premium Pay;
- (3) Failure to Maintain and Provide Accurate Itemized Wage Statements;
- (4) Failure to Indemnify Employees for All Business Expenses;
- (5) Waiting Time Penalties;
- (6) Violation of Labor Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (PAGA)

JURY TRIAL DEMANDED

1 COMES NOW Plaintiff EMILIO CASTANEDA and alleges as follows:

2 **PARTIES**

3 1. Plaintiff EMILIO CASTANEDA ("Plaintiff") is, and at all relevant times was, an
4 individual and a resident of California.

5 2. Defendant HC WEST, LLC ("HC WEST") is, and at all relevant times was, a limited
6 liability company `registered to do business in the State of California.

7 3. HC WEST, and Defendants DOES 1-10 are collectively referred to as "ENTITY
8 DEFENDANTS".

9 4. Plaintiff is informed and believes and thereon alleges that ENTITY DEFENDANTS
10 are businesses that operate within California.

11 5. Plaintiff was employed by ENTITY DEFENDANTS as a non-exempt employee.

12 6. Plaintiff is informed and believes and thereon alleges that ENTITY DEFENDANTS,
13 directly or indirectly controlled or affected the working conditions, wages, working hours, and
14 conditions of employment of Plaintiff and the Aggrieved Employees (as defined in paragraph 19,
15 below) so as to make each of said Defendants employers jointly liable under the statutory provisions
16 set forth herein.

17 7. Plaintiff is informed and believes, and thereon alleges that at all times relevant hereto,
18 Defendants DOES 11-20 each are, and at all relevant times were, a **resident of California** and a
19 decision maker, managing agent and/or owner of ENTITY DEFENDANTS in California. In that
20 capacity, Defendants DOES 11-20 enforced and contributed to and/or influenced ENTITY
21 DEFENDANTS' policies and practices that resulted in the various Labor Code violations alleged
22 herein in the state of California. Plaintiff further alleges on information and belief that Defendants
23 DOES 11-20 caused and/or ratified the Labor Code violations subject of this complaint, so as to
24 make them each individually liable pursuant to Labor Code Sections 558 and 558.1

25 8. Defendants DOES 1-20, inclusive, are sued herein under fictitious names. Their true
26 names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained,
27 Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is
28 informed and believes and thereon alleges that each of the fictitiously named Defendants are

1 responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as
2 herein alleged were proximately caused by those Defendants. Each reference in this complaint to
3 "Defendant," "Defendants," or a specifically named Defendant refers also to all Defendants sued
4 under fictitious names.

5 9. Plaintiff is informed and believes, and based thereon alleges that at all times material
6 hereto, each of Defendants named herein (including DOES 1-20) was/were the ostensible agent,
7 employee, alter ego and/or joint venture of, or working in concert with each of the other co-
8 Defendants and was acting within the course and scope of such agency, employment, joint venture,
9 or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain
10 Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and
11 omissions of the acting Defendant.

12 10. Plaintiff is informed and believes and based thereon alleges that each of the
13 Defendants is liable for claims asserted in this action under legal theories and doctrines including
14 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; (4) alter ego; (5) equitable
15 estoppel; and/or (6) "totality of working test."

16 17 **JURISDICTION AND VENUE**

18 11. Plaintiff brings his first through seventh causes of action in his individual capacity.

19 12. Plaintiff brings his sixth cause of action as a representative action on behalf of
20 himself, the State of California, and other current and former employees of ENTITY
21 DEFENDANTS against whom one or more of the alleged violations was committed (hereinafter
22 collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections
23 2698, *et seq.*

24 13. This Court has jurisdiction over this matter under the Court's general powers granted
25 by statutory law and the California Constitution.

26 14. This Court has jurisdiction over all Defendants because, upon information and belief,
27 Defendants are citizens and residents of California, regularly conduct business in California, have
28 sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the

1 California market so as to render the exercise of jurisdiction over them by California courts
2 consistent with traditional notions of fair play and substantial justice. Further, no federal question is
3 at issue because the claims asserted herein are based solely on California law.

4 15. Venue is proper in Los Angeles County because some of the claims alleged herein
5 arose in the County of Los Angeles. Also, aggrieved employees worked in Los Angeles County
6 during the relevant time period. Further, upon information and belief, Defendants maintain offices,
7 have agents, employ individuals, and/or transact business in the State of California, County of Los
8 Angeles.

9 16. Plaintiff seeks monetary damages and penalties in excess of \$25,000.

11 **STATEMENT OF FACTS**

12 17. Plaintiff worked for Defendant HC WEST as a field laborer/apprentice from
13 November 1, 2021 to July 13, 2022. Prior to November 2021, Plaintiff worked for HC WEST's
14 predecessor since 2017 in the same capacity. In late 2021, HC WEST acquired its predecessor
15 company and formally hired Plaintiff effective November 1, 2021.

16 18. During the time period involved in this case, Plaintiff and other Aggrieved
17 Employees were assigned by ENTITY DEFENDANTS to work at several different job locations in
18 California, including job sites in southern California.

19 19. During the time period involved in this case, ENTITY DEFENDANTS implemented
20 policies and practices that resulted in the failure to pay Plaintiff and other Aggrieved Employee all
21 wages owed for all time worked, including minimum wages and overtime hours. Such policies and
22 practices included, but were not limited to: improperly rounding the time records of Plaintiff and
23 other Aggrieved Employees in a fashion that resulted in the failure to fully pay for all time actually
24 worked; failing to pay Plaintiff to time spent attending mandatory trainings; failing to pay Plaintiff
25 and other Aggrieved Employees for time spent commuting between jobsites; and failing to pay
26 Plaintiff and other Aggrieved Employees for all time spent traveling to out-of-town jobsites.

27 20. During the time period involved in this case, ENTITY DEFENDANTS did not
28 provide Plaintiff and other Aggrieved Employees with uninterrupted, duty-free rest periods and meal

1 periods when they worked the qualifying amount of hours on their shifts. ENTITY DEFENDANTS
2 further failed to pay Plaintiff and other Aggrieved Employees rest periods and meal period
3 premiums when compliant rest and meal breaks were not provided.

4 21. During the time period involved in this case, Plaintiff and Aggrieved Employees
5 were required to incur expenses in the discharge of their duties for ENTITY DEFENDANTS,
6 including the use of their personal tools, use of their personal cell phones, mileage costs, and parking
7 costs. ENTITY DEFENDANTS failed to fully reimburse Plaintiff and Aggrieved Employees for
8 these costs.

9 22. During the time period involved in this case, ENTITY DEFENDANTS failed to
10 maintain records that accurately reflect all hours actually worked by Plaintiff and other Aggrieved
11 Employees.

12 23. During the time period involved in this case, ENTITY DEFENDANTS failed to pay
13 Aggrieved Employees, including Plaintiff, wages for all hours worked and failed to provide an
14 accurate statement itemizing the accurate total hours worked and actual amount of wages owed.

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16 **FIRST CAUSE OF ACTION**

17 (Failure to Pay All Wages)

18 By Plaintiff against All Defendants

19 24. Plaintiff realleges and incorporates the other paragraphs of this Complaint as if fully
20 set forth herein.

21 25. This cause of action is brought pursuant to Labor Code §§ 1194, et seq., which
22 provides that employees are entitled to wages and compensation for work performed and provides a
23 private right of action for failure to pay legal compensation for work performed.

24 26. At all times relevant herein, ENTITY DEFENDANTS were required to compensate
25 non-exempt, hourly employees for all hours worked pursuant to Labor Code § 1194 and the
26 applicable IWC Wage Order.

27 27. In violation of the aforementioned labor laws and wage orders, ENTITY
28 DEFENDANTS failed to pay compensation to Plaintiff for all hours worked.

1 28. Labor Code §§ 510, 1194, 1198, and Section 3(A) of the applicable Wage Order
2 provide that any work in excess of eight hours in one workday and any work in excess of 40 hours
3 in one workweek, as well as the first eight hours worked on the seventh consecutive day of work,
4 must be compensated at the rate of one-and-a-half times the employee's regular rate of pay. These
5 provisions further provide that any work in excess of twelve hours in one day, as well as in excess
6 of eight hours on any seventh consecutive day of work, shall be compensated at twice the employee's
7 regular rate of pay.

8 29. Plaintiff has been deprived of his rightfully-earned wages, including both minimum
9 wages and overtime compensation, as a direct and proximate result of ENTITY DEFENDANTS'
10 failure and refusal to pay that compensation.

11 30. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover his earned and unpaid
12 wages, interest, attorneys' fees and costs.

13 31. ENTITY DEFENDANTS' failure to pay Plaintiff for all hours worked has resulted
14 in ENTITY DEFENDANTS' failure to pay even the minimum wage for certain hours worked.
15 Plaintiff is therefore entitled to liquidated damages and penalties based on ENTITY
16 DEFENDANTS' failure to pay the minimum wage.

17 32. During and after his employment, ENTITY DEFENDANTS willfully failed to pay
18 Plaintiff proper compensation for all hours worked, including minimum wages and overtime
19 compensation.

20 33. Such a pattern, practice, and uniform administration of corporate policy regarding
21 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery
22 by Plaintiff in a civil action, for the full amount of straight time compensation and/or overtime
23 premiums owing, including interest thereon, liquidated damages, penalties, reasonable attorneys'
24 fees, and costs of suit according to Labor Code § 1194, et seq.

25 34. Plaintiff also alleges that during the relevant statutory period, DOES 11-20 were the
26 highest-ranking management employees of ENTITY DEFENDANTS in California. Plaintiff further
27 alleges in that capacity, DOES 11-20 were in their respective individual capacities an "other person
28 acting on behalf of an employer" and managing agents of ENTITY DEFENDANTS, who exercised

1 substantial independent authority and judgment, which ultimately resulted in the enforcement of the
2 wrongful corporate policies, which caused Plaintiff to be denied wages for all hours worked.
3 Accordingly, Plaintiff further alleges that, pursuant to Labor Code § 558.1, DOES 11-20 are liable
4 to the same degree as ENTITY DEFENDANTS for the violations as alleged in this cause of action.

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6 **SECOND CAUSE OF ACTION**

7 (Failure to Provide Meal and Rest Periods and Premium Pay)

8 By Plaintiff against All Defendants

9 35. Plaintiff realleges and incorporates the other paragraphs of this Complaint as if fully
10 set forth herein.

11 36. Labor Code §§ 226.7 and 1198, and Section 12(A) of the applicable Wage Order
12 provide that every employer shall authorize and permit all employees to take ten minutes of rest time
13 for every four hours worked, or major fraction thereof. The rest periods shall be in the middle of
14 each work period. During such rest periods, employees are to be relieved of duty.

15 37. Labor Code §§ 512, 226.7, and 1198, and Section 11(A) of applicable Wage Order
16 provide employees are entitled to an uninterrupted, off-duty meal period for each shift in which the
17 employee works more than five hours. In such an off-duty meal period, the employees must not be
18 required to work, suffered or permitted to work, or be subject to the control of the employer. The
19 meal period must last a minimum of thirty (30) minutes.

20 38. ENTITY DEFENDANTS employed Plaintiff for work periods of more than three
21 and one-half hours. However, ENTITY DEFENDANTS consistently failed to relieve Plaintiff of
22 his duties when he was lawfully entitled to a rest period. ENTITY DEFENDANTS also employed
23 Plaintiff for work periods of more than five hours without a proper off-duty meal period of no less
24 than thirty minutes, in violation of §§512, 226.7, and 1198, and the applicable Wage Order.

25 39. Section 12(B) of applicable Wage Order provides that “[i]f an employer fails to
26 provide an employee a rest period in accordance with the applicable provisions of this order, the
27 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
28 for each workday that the rest period is not provided.” This parallels the requirement in Labor Code

1 § 226.7(b) that an employee be paid one additional hour of pay at the employee's regular rate of
2 compensation for each workday that a legal rest period is not provided.

3 40. Section 11(B) of the applicable Wage Order provides that "[i]f an employer fails to
4 provide an employee a meal period in accordance with the applicable provisions of this order, the
5 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
6 for each workday that the meal period is not provided." This parallels the requirement in Labor Code
7 § 226.7(b) that an employee be paid one additional hour of pay at the employee's regular rate of
8 compensation for each workday that a legal meal period is not provided.

9 41. Although Plaintiff is entitled to an hour of pay (at the regular rate) for each day that
10 Plaintiff is denied a rest period and a separate one hour of pay for each day that Plaintiff missed a
11 timely meal break (or took a late meal break which was evidenced by the time records), ENTITY
12 DEFENDANTS never paid Plaintiff compensation for their failure to provide timely and compliant
13 meal and /or rest periods, at the time of the violation or thereafter.

14 42. The remedy provided for in Labor Code § 226.7(b) constitutes a wage. *Murphy v.*
15 *Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1099-1100.

16 43. Plaintiff has been deprived of this rightfully earned compensation as a direct and
17 proximate result of ENTITY DEFENDANTS' failure and refusal to pay that compensation.

18 44. Plaintiff is entitled to recover his rightfully-earned and owed compensation that has
19 been withheld, including interest.

20 45. Plaintiff also alleges that during the relevant statutory period, DOES 11-20 were the
21 highest-ranking management employees of ENTITY DEFENDANTS in California. Plaintiff further
22 alleges in that capacity, DOES 11-20 were in their respective individual capacities an "other person
23 acting on behalf of an employer" and managing agents of ENTITY DEFENDANTS, who exercised
24 substantial independent authority and judgment, which ultimately resulted in the enforcement of the
25 wrongful corporate policies, which caused Plaintiff to be denied meal and rest periods and associated
26 premium wages. Accordingly, Plaintiff further alleges that, pursuant to Labor Code § 558.1, DOES
27 11-20 are liable to the same degree as ENTITY DEFENDANTS for the violations as alleged in this
28 cause of action.

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2 **THIRD CAUSE OF ACTION**

3 (Failure to Comply with Itemized Wage Statement Provisions)

4 By Plaintiff against All Defendants

5 46. Plaintiff realleges and incorporates the other paragraphs of this Complaint as if fully
6 set forth herein.

7 47. Section 226(a) of the California Labor Code requires ENTITY DEFENDANTS to
8 furnish Plaintiff, at the time of each payment of wages, an “accurate itemized statement in writing”
9 showing *accurately*, inter alia, total hours worked per each pay period and other information.

10 48. ENTITY DEFENDANTS failed to furnish Plaintiff “accurate” itemized statements
11 showing the actual and accurate total hours worked by Plaintiff and all meal and rest period
12 premiums owed to Plaintiff.

13 49. As a result of ENTITY DEFENDANTS’ failure to comply with Labor Code § 226(a),
14 Plaintiff has been harmed and injured. Specifically, ENTITY DEFENDANTS’ failure to comply
15 with Labor Code § 226(a) rendered it difficult for Plaintiff to compute the actual hours that he
16 worked and whether he was even paid correctly per each pay period during his employment with
17 ENTITY DEFENDANTS.

18 50. As a result of ENTITY DEFENDANTS’ failure to comply with Labor Code section
19 226(a), Plaintiff is entitled to recovery of damages pursuant to Labor Code section 226(e). Plaintiff
20 therefore requests relief as described herein and below.

21 51. Plaintiff also alleges that during the relevant statutory period, DOES 11-20 were the
22 highest-ranking management employees of ENTITY DEFENDANTS in California. Plaintiff further
23 alleges in that capacity, DOES 11-20 were in their respective individual capacities an “other person
24 acting on behalf of an employer” and managing agents of ENTITY DEFENDANTS, who exercised
25 substantial independent authority and judgment, which ultimately resulted in the enforcement of the
26 wrongful corporate policies, which caused Plaintiff to be denied complaint wage statements.
27 Accordingly, Plaintiff further alleges that, pursuant to Labor Code § 558.1, DOES 11-20 are liable
28 to the same degree as ENTITY DEFENDANTS for the violations as alleged in this cause of action.

1 **FOURTH CAUSE OF ACTION**

2 (Failure to Indemnify Employees for all Business Expenses)

3 By Plaintiff against All Defendants

4 52. Plaintiff re-alleges and incorporates by reference the allegations contained in the
5 preceding paragraphs as though fully set forth herein.

6 53. California Labor Code § 2802 requires employers to indemnify employees for all
7 necessary expenditures or losses incurred by the employee in direct consequences of the discharge
8 of his or her duties.

9 54. During the relevant statutory period, ENTITY DEFENDANTS routinely failed to
10 adequately and fully reimburse Plaintiff for usage of his personal tools, use of his personal cell
11 phone, mileage and parking costs, cost of internet and other equipment when attending required
12 online training, all of which were required for work-related activities.

13 55. Plaintiff is entitled to recover his rightfully owed reimbursement for usage of his
14 personal tools, use of his personal cell phone, mileage and parking costs that have been withheld.

15 56. Plaintiff also alleges that during the relevant statutory period, DOES 11-20 were the
16 highest-ranking management employees of ENTITY DEFENDANTS in California. Plaintiff further
17 alleges in that capacity, DOES 11-20 were in their respective individual capacities an “other person
18 acting on behalf of an employer” and managing agents of ENTITY DEFENDANTS, who exercised
19 substantial independent authority and judgment, which ultimately resulted in the enforcement of the
20 wrongful corporate policies, which caused Plaintiff to be denied proper reimbursement for all
21 business related expenditures. Accordingly, Plaintiff further alleges that, pursuant to Labor Code §
22 558.1, DOES 11-20 are liable to the same degree as ENTITY DEFENDANTS for the violations as
23 alleged in this cause of action.

24 **FIFTH CAUSE OF ACTION**

25 (Waiting Time Penalties)

26 By Plaintiff against All Defendants

27 57. Plaintiff realleges and incorporates the other paragraphs of this Complaint as if fully
28 set forth herein.

1 58. Sections 201 and 202 of the California Labor Code require ENTITY DEFENDANTS
2 to pay Plaintiff all wages due within 72 hours of termination of employment. Section 203 of the
3 Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must,
4 as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or
5 an action is commenced. The penalty cannot exceed 30 days of wages.

6 59. Plaintiff's employment with ENTITY DEFENDANTS ended on or about July 13,
7 2022. As described above, ENTITY DEFENDANTS owed Plaintiff unpaid wages. However,
8 ENTITY DEFENDANTS did not pay those wages upon separation and, to date, have not paid those
9 wages. ENTITY DEFENDANTS knew that Plaintiff was underpaid during his employment, so
10 ENTITY DEFENDANTS' failure to pay Plaintiff all owed wages was willful.

11 60. ENTITY DEFENDANTS knew that Plaintiff's "final" check was not sufficiently
12 large to cover all wages owed to Plaintiff, so ENTITY DEFENDANTS' failure to pay all owed
13 wages was willful.

14 61. Plaintiff is therefore entitled to all of his wages due and owing, as well as penalties
15 pursuant to California Labor Code section 203, in the amount of his daily wage, multiplied by thirty
16 (30) days.

17 62. Plaintiff also alleges that during the relevant statutory period, DOES 11-20 were the
18 highest-ranking management employees of ENTITY DEFENDANTS in California. Plaintiff further
19 alleges in that capacity, DOES 11-20 were in their respective individual capacities an "other person
20 acting on behalf of an employer" and managing agents of ENTITY DEFENDANTS who exercised
21 substantial independent authority and judgment, which ultimately resulted in the enforcement of the
22 wrongful corporate policies, which caused Plaintiff to be denied timely payment of her final wage.
23 Accordingly, Plaintiff further alleges that, pursuant to Labor Code § 558.1, DOES 11-20 are liable
24 to the same degree as ENTITY DEFENDANTS for the violations as alleged in this cause of action.

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1 paragraph (1), the aggrieved employee may commence a civil action pursuant to
2 Section 2699.

3 67. Plaintiff and the other hourly-paid, non-exempt employees of ENTITY
4 DEFENDANTS are “Aggrieved Employees” as defined by California Labor Code section 2699(c)
5 in that they are all current or former employees of ENTITY DEFENDANTS, and one or more of the
6 alleged violations were committed against them.

7 68. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
8 § 2699.3. On or about August 19, 2022, Plaintiff, pursuant to Labor Code § 2699, et seq., through
9 his attorney, sent a letter via Certified Mail Return Receipt Requested to HC WEST , which was
10 also submitted electronically to the Labor and Workforce Development Agency (“LWDA”).

11 69. More than 65 days have passed from the initial letter and no response was received
12 by Plaintiff’s counsel from the LWDA.

13 70. Pursuant to Labor Code §§ 2699(a) and (f): Plaintiff is entitled to recover civil
14 penalties in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period
15 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
16 for each subsequent violation, plus costs and attorney’s fees, for violations of Labor Code §§ 201,
17 202, 203, 204, 216, 225.5, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,
18 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2699, *et seq.* Plaintiff is further entitled to
19 seek civil penalties for violations of Labor Code §§ 203, 210, 226.3, 225.5, 246, 1174.5, 1197.1,
20 1198.5, 558, 2699(f) and other provisions covered by PAGA in amounts set out in those sections.

21 71. Plaintiff is further entitled to reasonable attorney’s fees, costs of suit, and interest
22 pursuant to Labor Code § 2699(g)(1).

23 72. The PAGA claims are also brought against and DOES 11-20 pursuant to provisions
24 of the California Labor Code including § 558.1, which permits liability of persons who violate or
25 cause to be violated the Labor Code and IWC regulations (including penalties in the amount of
26 underpaid wages).

27 73. The PAGA states:
28

1 Notwithstanding any other provision of law, any provision of this code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce
3 Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee on behalf of
himself or herself and other current or former employees...

5 74. One provision of law enforceable through PAGA is *California Labor Code* § 558,
6 which states the following:

7 Any employer or other person acting on behalf of an employer who violates, or causes
8 to be violated, a section of this chapter or any provision regulating hours and days of
9 work in any order of the Industrial Welfare Commission shall be subject to a civil
penalty as follows:

10 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
11 period for which the employee was underpaid in addition to any amount sufficient to
recover underpaid wages.

12 For each subsequent violation, one hundred dollars (\$100) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to
14 an amount sufficient to recover underpaid wages...

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, based on the foregoing, Plaintiff prays for relief against Defendants, and
17 each of them, as follows:

18 **First Cause of Action**

- 19 1. For unpaid wages;
20 2. For liquidated damages;
21 3. For statutory attorneys fees;

22 **Second Cause of Action**

- 23 4. For award of premium wages pursuant to California Labor Code section 226.7;
24 5. For statutory attorneys fees;

25 **Third Cause of Action**

- 26 6. For statutory penalties pursuant to California Labor Code section 226(e);
27 7. For statutory attorneys fees;

28 **Fourth Cause of Action**

- 1 8. For unpaid reimbursement;
2 9. For statutory attorneys fees;

3 **Fifth Cause of Action**

- 4 10. For penalties pursuant to California Labor Code section 203;
5 11. For statutory attorneys fees;

6 **Sixth Cause of Action**

- 7 12. For PAGA penalties including but not limited to those pursuant to California Labor
8 Code §§ 2699, 210, 558, 226, 226.3, 1197.1, and all other penalties allowed by the California
9 Labor Code and/or PAGA;

- 10 13. For statutory attorney's fees;

11 **All Causes of Action**

- 12 14. For costs of suit and interests;
13 15. For such other and further relief as the Court may deem just and proper.

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15 Dated: November 3, 2022

LAW OFFICE OF KELLY Y. CHEN

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17 /s/Kelly Y. Chen
18 Kelly Y. Chen
19 Attorney for Plaintiff,
 Emilio Castaneda

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues.

Dated: Dated: November 3, 2022

LAW OFFICE OF KELLY Y. CHEN

/s/Kelly Y. Chen
Kelly Y. Chen
Attorney for Plaintiff,
Emilio Castaneda