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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAYMOND LAPIERRE,

Plaintiff,

vs.

CACIQUE FOODS LLC and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: **23STCV02480**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 11) FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) FAILURE TO PROVIDE PAY RECORDS;**
- 13) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
- 14) RETALIATION IN VIOLATION OF LABOR CODE SECTION 6310;**
- 15) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**

1) **16) VIOLATION OF BUSINESS AND**
2) **PROFESSIONS CODE SECTION**
3) **17200**

4) **JURY TRIAL DEMANDED**
5)
6)
7)

8 COMES NOW Plaintiff, RAYMOND LAPIERRE (hereinafter "Plaintiff"), and alleges
9 as follows:

10 **PARTIES, JURISDICTION, and VENUE**

11 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
12 County of Los Angeles in this judicial district because Defendants CACIQUE FOODS LLC
13 and DOES 1 to 25 do business in the County of Los Angeles, and because Defendants'
14 obligations and liabilities arise therein, and because the work that was performed by Plaintiff in
15 the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought
16 herein exceed \$25,000. CACIQUE FOODS LLC and DOES 1 to 25 are collectively
17 referred to herein as "CACIQUE" or "Defendant(s)".

18 2. Plaintiff is a male resident of the State of California.

19 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
20 CACIQUE FOODS LLC is a Delaware corporation, doing business in the County of Los
21 Angeles, State of California, and which employs Plaintiff.

22 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
23 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
24 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
25 defendants, numbers 1 to 25, reside in the State of California and are in some manner
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1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
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10 **GENERAL ALLEGATIONS**

11 6. Plaintiff was employed at CACIQUE in the maintenance department. During his
12 employment tenure, Plaintiff was classified as an hourly, non-exempt employee. Plaintiff was
13 wrongfully terminated on or around early October 2022.

14 7. CACIQUE has committed numerous labor code violations against Plaintiff and other
15 similarly situated aggrieved employees.

16 8. CACIQUE has committed the below labor code violations against Plaintiff and other
17 hourly, non-exempt employees. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal.
18 App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant
19 Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a
20 year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his
21 claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of
22 wages upon termination of employment and weekly payment of wages to temporary
23 employees. The trial court determined Huff was not a temporary employee, and therefore,
24 lacked standing to bring the claim. Thus, Securitas was granted a motion for summary
25 judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a
26 new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor
27 Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA
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1 statute only allows the PAGA representative to sue for violations that the representative has
2 personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit
3 on behalf of themselves and others. The statute also states that an “aggrieved employee” is
4 “any person who was employed by the alleged violator and against whom one or more of the
5 alleged violations was committed.” Because at least one of the violations that Huff had alleged
6 had affected him personally, the Court of Appeal denied Securitas’ motion.

7 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
8 other employees, it allows for suits broader than the specific violations the named employee
9 experienced. Therefore, even if the employee did not personally experience the Labor Code
10 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
11 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
12 employees, including all hourly non-exempt employees, irrespective of job title and job
13 position, who worked for CACIQUE at any of their locations in the state of California during
14 the relevant PAGA period, defined as 430 days before the lawsuit initiation date and
15 continuing to the present time.
16

17 10. CACIQUE did not provide Plaintiff and other aggrieved employees with the minimum
18 wages to which they were entitled for work performed “off the clock”, pursuant to California
19 Labor Code sections 1194, 1197 and 1197.1. This was so because Plaintiff and others would
20 routinely work “off the clock” in the sense that Plaintiff would work through his lunch while
21 “off the clock” and was not paid for that time worked. In fact, Plaintiff and others would have
22 to put on and take off protective personal equipment and/or uniforms during their meal periods
23 and when they were actually “off the clock” but were not compensated for this time.
24 Furthermore, Plaintiff would get work-relates calls after works for which he was not
25 compensated and management was unequivocally aware of the latter. Moreover, CACIQUE
26 had a policy and practice of “time shaving” and rounding down hours worked, which leads to
27 employees such as Plaintiff not being paid for all hours worked, including receiving the
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1 minimum wage. As such, CACIQUE violated Labor Code § 1194 and 1194.2 because it failed
2 to pay Plaintiff and other similarly situated aggrieved employees California's statutory
3 minimum wage and wages for all hours worked.

4 11. Due to the above "off the clock" and rounding violations as alluded to above, CACIQUE
5 also violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated
6 aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours
7 per day, and/or 40 hours per week throughout their employment. Plaintiff and other similarly
8 situated aggrieved employees worked more than 8 hours per day, 12 hours per day and/or 40
9 hours per week, however, they were not compensated for their overtime hours in contravention
10 of California law. In addition, any bonus and/or incentive payments were not included in
11 Plaintiff's and others' regular rate of pay for purposes of deciphering their correct overtime rate
12 of pay as well as for purposes of deciphering the correct rate of pay for rest and meal break
13 premiums per Ferra v. Loews.

14 12. CACIQUE violated Labor Code §§ 512 and 226.7 and the Industrial Welfare
15 Commission Wage order no. 1/7 because it failed to provide Plaintiff and other similarly situated
16 aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours
17 of work throughout their employment, and Plaintiff did not validly waive said meal periods.
18 CACIQUE did not completely relieve Plaintiff of all duties during said meal periods.
19 CACIQUE did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of
20 compensation for each workday that one or more statutory meal periods was not provided.
21 Plaintiff did not always receive his meal periods before the 5th hour worked. Moreover, and as
22 mentioned above, there were occasions wherein Plaintiff and others would work through their
23 lunch or perform work-related tasks during their meal periods, including putting on or taking off
24 personal protective equipment. To the extent that the company deducted this time as an "off the
25 clock" meal break, there would also be minimum wage violations as alluded to above. Simply
26 put, statutory, timely, uninterrupted meal periods was simply not part of the company culture
27 and were not enforced. To the extent that CACIQUE argues that employees receive meal break
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1 premium pay for missed meal periods, that argument is inconsequential for PAGA penalty
2 purposes since the PAGA penalties are for the violations themselves, irrespective of whether an
3 employee received the premium payment for a missed, short, or interrupted meal period.

4 In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, “section 226.7 does not give
5 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
6 of pay.” See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
7 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
8 committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S.*
9 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
10 and culture at CACIQUE was not conducive to receiving consistent, timely, statutory meal
11 breaks under California law. Moreover, any meal or rest break premiums paid were not
12 compensated at the weighted average regular rate, inclusive of bonuses and/or incentive
13 payments.

14 13. Similarly, CACIQUE violated Labor Code § 226.7 and the Industrial Welfare
15 Commission Wage Order no. 1/7 because it failed to provide Plaintiff and other similarly situated
16 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
17 thereof, throughout their employment. CACIQUE did not completely relieve Plaintiff of all duty
18 during said rest periods. CACIQUE did not pay to Plaintiff one additional hour of pay at
19 Plaintiff’s regular rate of compensation for each workday that one or more statutory rest periods
20 was not provided. Plaintiff and others did not receive consistent, statutory rest breaks wherein
21 they were relieved of all work duties. As such, statutory, timely, uninterrupted rest periods was
22 simply not part of the company culture.

23 14. Furthermore, during the relevant time period and based on the above violations,
24 CACIQUE failed to pay Plaintiff and other similarly situated aggrieved employees all wages due
25 to them within any time period specified by California Labor Code section 204.

26 15. CACIQUE was also in violation of California Labor Code section 226(a) by failing to
27 include pertinent information on the wage statements, including but not limited to, all hours
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1 worked, overtime hours worked, gross wages earned, premium pay for missed meal and rest
2 breaks, all deductions, net wages earned, the correct start and end of the pay period, the correct
3 legal name and address of the employer, the correct identifying information for the employee,
4 and reimbursement for business expenses, among others. As such, CACIQUE did not provide
5 Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized
6 wage statements.

7 16. CACIQUE violated Labor Code § 203 because it willfully failed to pay other similarly
8 situated aggrieved employees their earned and due wages upon separation of employment, either
9 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
10 unpaid wages include the unpaid minimum wages, overtime, premium pay for missed meal and
11 rest breaks, and business expense reimbursement, among others.

12 17. During the relevant time period, CACIQUE also failed to keep accurate and complete
13 payroll records showing the hours worked by Plaintiff and other similarly situated aggrieved
14 employees as well as the correct wages paid to Plaintiff and other aggrieved employees pursuant
15 to California Labor Code sections 1174(d).

16 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by CACIQUE. These
18 costs include, but are not limited to, use of personal cell phone for work purposes and uniforms.
19 Accordingly, CACIQUE was in violation of California Labor Code sections 2800 and 2802.

20 19. Plaintiff would also have individual claims against CACIQUE for retaliation under Labor
21 Code sections 1102.5 and 6310 and subsequent wrongful termination in violation of public
22 policy. During his employment tenure, Plaintiff brought up numerous safety concerns,
23 specifically related to the falsification of documents by co-workers. These complaints were
24 made in writing and verbally. After receiving these complaints from Plaintiff, the company
25 retaliated against him and in fact turned the tables and made it seem like Plaintiff was in fact the
26 one being investigated. Moreover, the company suspended Plaintiff without pay and eventually
27 terminated his employment on or around early October 2022.
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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 1-2001/7-2001, California Code of**
4 **Regulations Title 8 Section 11010/11070, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

8 21. At all times relevant herein, Defendants were required to compensate its employees for
9 all hours worked upon reporting for work at the appointed time stated by the employer
10 pursuant to Industrial Welfare Commission Order 1-2001, California Code of Regulations,
11 Title 8, Section 11010 and/or Industrial Welfare Commission Order 7-2001, California Code of
12 Regulations, Title 8, Section 11070.

13 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
14 Plaintiff for all hours worked.

15 23. Under the aforementioned wage order and regulations, Plaintiff is to recover
16 compensation for all hours worked but not paid by Defendants for the three (3) years
17 preceding the filing of this Complaint.

18 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
19 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
20 this Court.

21 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
22 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
23 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
24 reasonable attorney's fees and costs of suit.

25 26. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
27 amount known to Plaintiff once he has obtained all of his payroll records from
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Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

27. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth herein.

28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 1-2001, codified at California Code of Regulations, Title 8, Section 11010, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of Regulations, Title 8, Section 11070, subdivision 4.

29. Pursuant to IWC Wage Order no. 1-2001 and/or 7-2001, subdivision 2(G)/2(K), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

30. During his employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

32. For all hours worked by Plaintiff for which he was paid less than the minimum wage

1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

5 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
7 trial.

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9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME**

11 **(California Industrial Welfare Commission Order 1-2001/7-2001, California Code of**
12 **Regulations Title 8 Section 11010/11070)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

16 35. Pursuant to Industrial Welfare Commission Order No. 1-2001, California Code of
17 Regulations, Title 8, Section 11010 and/or Industrial Welfare Commission Order No. 7-2001,
18 California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's
19 employment, Defendants were required to compensate Plaintiff for all overtime, which is
20 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
21 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
22 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
23 the seventh consecutive workday in a week.

24 36. Plaintiff was a non-exempt employee entitled to the protections of the California
25 Industrial Welfare Commission Order No. 1-2001, California Code of Regulations, Title 8,
26 Section 11010 and/or California Industrial Welfare Commission Order No. 7-2001, California
27 Code of Regulations, Title 8, Section 11070.
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1 37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
2 single workweek on numerous occasions.

3 38. Plaintiff worked more than twelve (12) hours in a single workday.

4 39. Plaintiff was entitled to the above overtime premiums.

5 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
6 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

7 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
8 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

9 42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
10 rate of pay for hours worked past twelve (12) in a day.

11 43. Plaintiff worked at least one pay period in which he was not properly paid overtime
12 within the three (3) years prior to the initiation of this lawsuit.

13 44. Defendants know or should know the actual dates of overtime worked, the amount of
14 overtime worked, and the amount of unpaid overtime due.

15 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
16 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
17 Court.

18 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
19 Regulations, Title 8, Sections 11010 and/or 11070 , Plaintiff is entitled to recover damages for
20 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
21 reasonable attorney's fees and costs of suit.

22 47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **FOURTH CAUSE OF ACTION**

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

27 **(California Labor Code Section 226)**

28 **(Plaintiff against all named defendants and all DOE defendants)**

1 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

3 49. Pursuant to California Labor Code Section 226, every employer must furnish each
4 employee an itemized statement of wages and deductions at the time of payment of wages.

5 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
6 that accurately reflected all information required by Labor Code Section 226, including but not
7 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
8 the employee (regular and overtime), all applicable hourly rates, all deductions, premium pay
9 for missed rest breaks and meal breaks, the correct start and end of the pay period, the correct
10 name and address of the legal employer, and business expense reimbursement. Therefore,
11 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
12 accordance with California Labor Code Section 226(a).

13 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
14 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
16 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
17 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
18 the 1-year period immediately preceding the date this lawsuit was filed.

19 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
20 sustained damages, including loss of earnings, in an amount to be established at trial. As a
21 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
22 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
23 and attorney's fees pursuant to statute.

24 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
26 trial.

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FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

54. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

55. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

56. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

57. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

58. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

60. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at

trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

62. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

63. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

64. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

65. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours and the minimum wage as well as premiums for missed rest breaks and meal breaks.

66. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent he was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

1 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

3 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. Title 8 of the California Code of Regulations Sections 11010(12)(A) and/or
5 11070(12)(A), which provide that every employer shall authorize and permit all
6 employees to take rest periods, which insofar as practicable shall be in the middle of
7 each work period. The authorized rest period time shall be based on the total hours
8 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
9 fraction thereof;
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- 11 b. Title 8 of the California Code of Regulations Sections 11010(12)(B) and/or
12 11070(12)(B), which provides that if an employer fails to provide an employee a
13 rest period in accordance with the applicable provisions of this order, the employer
14 shall pay the employee one (1) hour of pay at employee's regular rate of
15 compensation for each workday that the rest period is not provided;
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- 17 c. Title 8 of the California Code of Regulations sections 11010(20)(A) and/or
18 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
19 employee, of any provision of the Wage Order, and \$100.00 for each additional
20 violation thereafter per employee; and
- 21 d. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any rest period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if an employer fails to provide an
24 employee a rest period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
26 of pay at employee's regular rate of compensation for each work day that the rest
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period is not provided.

70. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

71. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

74. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

75. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require

1 any employee to work during any meal period mandated by an applicable order of
2 the Industrial Welfare Commission, and (b) if any employer fails to provide an
3 employee a meal period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one (1) additional hour
5 of pay at the employee's regular rate of compensation for each workday that the
6 meal period is not provided;

7
8 c. California Industrial Welfare Commission Order No. 1 and/or 7 section 11(B), as
9 codified under Title 8 of the California Code of Regulations Section 11010 and/or
10 11070, which state that if an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of the Wage Order, the employer shall
12 pay the employee one (1) hour of pay at the employee's regular rate of
13 compensation for each workday that the meal period is not provided;

14 d. California Industrial Welfare Commission Wage Order No. 1 and/or 7 Section
15 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
16 11010 and/or 11070, which require an employer to maintain records documenting
17 its employees' meal periods;

18
19 e. California Industrial Welfare Commission wage order No. 1 and/or 7 Section
20 20(A), as codified under California Code of Regulations Section 11010 and/or
21 11070, which penalizes the employer \$50.00 for each initial violation, per
22 employee, of any provision of the Wage Order, and \$100.00 for each additional
23 violation thereafter per employee; and

24
25 f. California Labor Code section 1171 and 1173, which have given the California
26 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 1
27 and/or 7) as enforceable law.
28

1 76. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
2 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
3 take a second relieved meal break after ten (10) hours of work, as required by California law.
4 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
5 1 and/or 7, as codified under California Code of Regulations Sections 11010 and/or 11070 et.
6 seq., require that employees receive uninterrupted meal periods every five (5) hours of
7 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
8 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
9 not require their employees to work through their meal periods. California Labor Code section
10 226.7 and California Code of Regulations section 11010 and/or 11070 require that if the
11 employer fails to provide the employee with an uninterrupted meal period, the employer must
12 pay the employee one (1) hour of pay for each workday that the meal period is not given.
13

14 77. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
15 regulations, and wage orders alleged in this cause of action along with any allowable interest,
16 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
17 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
18

19 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

21 79. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **NINTH CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
27 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
28 **1198, 2802)**

(Against All Named Defendants and all DOE Defendants)

80. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

82. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

83. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

84. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the 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 pursuant to the procedures specified in California Labor Code section 2699.3.

85. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for CACIQUE at its various locations in the State of California during the PAGA period.

86. Based on the acts alleged above, Plaintiff, on behalf of himself and all other hourly, non-exempt employees who worked for CACIQUE in the State of California during the applicable PAGA period, seeks penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous provisions of the California Labor Code

1 as alleged in this Complaint.

2 87. Plaintiff therefore has exhausted all administrative remedies required of him under
3 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
4 cause of action and pursue penalties in a representative action for Defendants' violations of the
5 Labor Code.

6 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
7 Defendants for violating the Labor Code.

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

16 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
17 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
18 seeking individual/victim specific relief or underpaid wages under this particular cause of
19 action.

20 91. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
21 law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
22 the following:

23 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,
24 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, via 2698 and 2699
25 and any other Labor Codes and Industrial Welfare Commission Wage Orders (Order nos. 1
26 and/or 7) violated based on the facts alleged in this Complaint.

27 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
28

1 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
2 employees as alleged herein in an amount to be shown according to proof at trial and within the
3 jurisdictional limits of this Court.

4 **TENTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

6 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

7 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 92, inclusive, of this Complaint as thought fully set forth herein.

9 94. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties.”

12 95. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
13 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
14 of completing his job duties, which were not reimbursed by Defendant. These costs include, but
15 are not limited to, use of personal cell phone for work purposes and uniforms.

16 96. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
17 and attorney’s fees and costs, under Labor Code section 2802.

18 **ELEVENTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE PERSONNEL RECORDS**

20 **(Plaintiff against All Named Defendants and all DOE Defendants)**

21 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

23 98. Labor Code section 1198.5 dictates “every current and former employee, or his
24 or her representative, has the right to inspect and receive a copy of the personnel records that
25 the employer maintains relating to the employee’s performance or to any grievance concerning
26 the employee.”

27 99. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
28

1 employer shall make the contents of those personnel records available for inspection to the
2 current or former employee, or his or her representative, at reasonable intervals and at
3 reasonable times...” On information and belief, Defendants intentionally failed to provide
4 Plaintiff with personnel records when requested by Plaintiff via letter on October 3, 2022, as
5 required by law. Plaintiff requested his personnel records in accordance with California Labor
6 Code section 1198.5(k) on October 3, 2022, via U.S. certified mail, return receipt requested.

7 100. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
8 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
9 suffered and continues to suffer substantial losses related to Defendants' failure to provide
10 personnel records.

11 101. Plaintiff seeks all available remedies for Defendants’ violations including, but
12 not limited penalties, and costs to the extent permitted by law and according to proof at trial.
13 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
14 amount of \$750.00, along with costs and attorney’s fees.

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE PAY RECORDS

(Plaintiff against All Named Defendants and all DOE Defendants)

17 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

19 103. Labor Code section 226 sub-section (b) dictates “an employer...shall afford
20 current and former employees the right to inspect or copy records pertaining to their
21 employment, upon reasonable request to the employer...”

22 104. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
23 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
24 pertaining to a current or former employee shall comply with the request as soon as
25 practicable, but no later than 21 calendar days from the date of the request.” On information
26 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
27 by Plaintiff via certified letter, return receipt requested, on October 3, 2022, and as required by
28 law. Plaintiff requested his pay records in accordance with California Labor Code section 226

1 on October 3, 2022, via certified mail. Defendants failed to provide Plaintiff with an
2 opportunity to inspect or copy his pay records within 21 days.

3 105. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
4 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
5 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
6 amount of \$750.00, along with costs and attorney's fees.

7 106. Plaintiff seeks all available remedies for Defendants' violations including, but
8 not limited penalties, and costs to the extent permitted by law and according to proof at trial.

9 **THIRTEENTH CAUSE OF ACTION**

10 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

11 **(Plaintiff against All Named Defendants and all DOE defendants)**

12 107. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

14 108. At all times material to this Complaint, California Labor Code § 1102.5 was in
15 effect and binding on Defendants. This section requires Defendant to refrain from retaliating
16 against an employee for refusing to participate in an activity that he/she reasonably believes
17 would result in a violation of state or federal statute, or a violation or noncompliance with a state
18 or federal rule or regulation. California Labor Code section 1102.5 also requires Defendant to
19 refrain from retaliating against an employee for disclosing information to a person with authority
20 over the employee if the employee has reasonable cause to believe that the information discloses
21 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
22 federal rule or regulation, regardless of whether disclosing the information is part of the
23 employee's job duties.

24 109. Defendants retaliated against Plaintiff by terminating his employment due to
25 Plaintiff's complaints about the unsafe working environment and unsafe conditions as well as
26 complaining about illegal conduct in the workplace, as alleged above, all in violation of Labor
27 Code § 1102.5.

28 110. As a direct and proximate result of the aforementioned acts and omissions of

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 111. Plaintiff requests all available relief under Labor Code § 1102.5 including
6 damages,
7 attorney's fees, and the imposition of civil penalties of \$10,000 for each violation.

8 **FOURTEENTH CAUSE OF ACTION**

9 **RETALIATION IN VIOLATION OF LABOR CODE SECTIONS 6310**

10 **(Plaintiff against all named Defendants and all DOE defendants)**

11 112. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 111, inclusive, of this Complaint as though fully set forth herein.

13 113. At all times material to this Complaint, California Labor Code § 6310 was in
14 effect and binding on Defendants. California Labor Code section 6310 prohibits employers from
15 firing or discriminating against any employee because the employee has informed their employer
16 about unsafe working conditions.

17 114. As discussed fully above, Plaintiff complained to Defendants about unsafe
18 working conditions at the workplace

19 115. Defendants willfully and/or with reckless indifference violated California Labor
20 Code section 6310 by retaliating against Plaintiff and terminating his employment for
21 complaining of unsafe working conditions.

22 116. As a direct and proximate result of the aforementioned acts and omissions of
23 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
24 loss of income (past and future), loss of employment benefits (past and future), general and
25 compensatory damages (past and future), mental pain and anguish and emotional distress (past
26 and future), and will continue to suffer in the future, in an amount to be proved at trial.

27 117. Pursuant to Labor Code Section 6310, Defendants are liable for statutory
28 damages, including reimbursement for lost wages and work benefits.

118. Defendants' conduct described herein was undertaken, authorized and/or ratified

1 by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
2 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
3 of Defendants.

4 119. Defendants committed the acts herein alleged maliciously, fraudulently, and
5 oppressively in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover
6 punitive damages from Defendants in an amount according to proof.

7 120. As a result of the conduct of Defendants and each of them, Plaintiff was forced
8 to retain an attorney in order to protect his rights.

9 121. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff is entitled to recover
10 civil penalties for Defendants' violations of Labor Code section 6310.

11 122. Plaintiff further demands reasonable attorney's fees and costs pursuant to
12 Labor Code section 2699, subdivision (g)(1).

13 **FIFTEENTH CAUSE OF ACTION**

14 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

15 **(Plaintiff against All Named Defendants and all DOE defendants)**

16 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 122 inclusive, of this Complaint as though fully set forth herein.

18 124. At all times during his employment with Defendants, Plaintiff performed his
19 duties with the utmost diligence and competence.

20 125. Plaintiff is informed and believes and thereon alleges that Defendants' decision
21 to retaliate against him and terminate him, as alleged herein, was motivated by Plaintiff's
22 complaints to management about the unsafe working environment and about illegal conduct at
23 the workplace.

24 126. Plaintiff's employment was wrongfully terminated on or around early October
25 2022 in violation of the fundamental public policy of the State of California with respect to
26 retaliating against an employee for his complaints about illegal conduct at the workplace and an
27 unsafe working environment.

28 127. Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal

activities.

128. Said conduct violated statutory and constitutional expressions of public policy including, but not limited to, the California Labor Code Sections, 1102.5, 6310 and the California Constitution, Article 1 section 8.

129. As set forth above, said actions by Defendants were wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, the California Labor Code sections 1102.5, 6310, and the California Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

130. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

131. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

SIXTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE defendants)

132. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 131, inclusive, of this Complaint as though fully set forth herein.

1 133. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitutes unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

4 134. Defendant's violations of California labor laws constitutes a business
5 practice because it was done repeatedly over a significant period of time in a systematic
6 manner that was detrimental to Plaintiff and other similarly situated aggrieved employees.

7 135. For the four years preceding the filing of this action, Plaintiff has suffered damages
8 and request damages and/or restitution of all monies and profits to be disgorged from
9 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
10 this Court.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
13 follows:

- 14 1. For compensatory damages including lost past and future wages, regular wages,
15 overtime, and all other sums of money, including employment benefits, together with
16 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 17 2. For general damages according to proof;
- 18 3. For special and consequential damages to the extent allowed by law;
- 19 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
20 at trial;
- 21 5. For an award of punitive damages against Defendant CACIQUE according to proof;
- 22 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
23 subject to proof at trial;
- 24 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
25 proof at trial;
- 26 8. For restitution and disgorgement for all unfair business practices by Defendant
27 CACIQUE against Plaintiff in an amount subject to proof at trial;
- 28 9. For an order enjoining Defendant CACIQUE from further unfair and unlawful business

practices in violation of Business and Professions Code Sections 17200, et seq.;

10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;

13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;

14. For the imposition of civil penalties and/or statutory penalties;

15. For all interest as allowed by law;

16. For all costs and disbursements incurred in this suit;

17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, Labor Code section 1102.5 and 6310, the Labor Code generally; and/or other applicable laws; and

18. For such other and further relief as this Court may deem proper.

DATED: February 5, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Raymond LaPierre

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: February 5, 2023

MESSRELIAN LAW INC.

By  _____
Harout Messrelian, Esq.
Attorneys for Plaintiff Raymond LaPierre