

FILED
Superior Court Of California,
Sacramento
01/30/2023
jsroufe
By _____, Deputy
Case Number:
34-2023-00333822

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9 *behalf of himself and all others similarly situated*

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SACRAMENTO

12
13 JEFFREY PORTER, on behalf of himself and all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 SONSRAY MACHINERY, LLC and Does 1 through
18 50, inclusive,

19 Defendant.

No.

**CLASS ACTION COMPLAINT FOR
DAMAGES**

1 Plaintiff Jeffrey Porter (“Porter” or “Plaintiff”), by his attorneys, brings this lawsuit, a class
2 action, against Sonsray Machinery, LLC (“Defendant”) seeking to recover for Defendant’s
3 violations of applicable California Labor Code provisions, applicable Industrial Welfare
4 Commission (“IWC”) Wage Orders, and Unfair Business Practices Act, California Business and
5 Professions Code §§ 17200, *et seq.* (“UCL”). Plaintiff, on behalf of himself and all others
6 similarly situated, complains and alleges as follows:

7 **I. NATURE OF ACTION**

8 1. This is a class action complaint against Defendant to challenge the following of
9 Defendant’s policies and practices of: (1) failing to pay employees all compensation owed; (2)
10 failing to timely pay all wages after employees voluntarily or involuntarily terminated their
11 employment with Defendant; (3) failing to provide employees with accurate, itemized, wage
12 statements; (4) failing to provide signed commission plans; (5) taking unlawful deductions from
13 wages; (6) failing to reimburse for work-related expenses; and, (5) failing to provide paid sick
14 leave and written notice of available sick leave.

15 2. Plaintiff is a former sales person (also referred to as an account manager) who
16 worked for Defendant between June 1, 2020, and August 1, 2022, who seeks to represent all other
17 similarly situated employees of Defendant including, but not limited to, sales persons who worked
18 for Defendant within four years of the date of the filing of this class action and employees who did
19 not receive notice of available sick leave. Plaintiff alleges that Defendant engaged in unlawful
20 patterns and practices of failing to comply with the requirements of the California Labor Code and
21 California Business and Professions Code and applicable Industrial Commission Wage Orders.

22 **II. JURISDICTION AND VENUE**

23 3. Defendant is, and at all relevant times was, a corporation doing business within the
24 State of California and is an employer under the California Labor Code and applicable Industrial
25 Welfare Commission Wage Orders. Defendant conducts business throughout the State of
26 California, including in Sacramento County, California.

27 4. Venue is proper in the County of Sacramento because Plaintiff, and similarly
28 situated employees, performed work for Defendant in the County of Sacramento and the legal

1 obligations of Defendant to Plaintiff, and other similarly situated employees, were breached in the
2 County of Sacramento.

3 5. The Sacramento County California Superior Court has jurisdiction in this matter
4 because Plaintiff, and similarly situated employees, regularly worked for Defendant in California,
5 Defendant is qualified to do business in California, and Defendant regularly conduct business in
6 California, including in Sacramento County. Further, there is no federal question at issue, as the
7 claims alleged herein are based solely on California law.

8 6. This action seeks relief for unremedied violations of California law, including, inter
9 alia, damages, restitution, penalties, interest, and attorneys' fees, as appropriate, to members of the
10 proposed class, aggrieved employees, and to victims of the practices at issue, who have not been
11 paid all wages due in violation of California Labor Code sections 201-203, and 1194; who have
12 not been provided accurate wage statements in violation of California Labor Code section 226;
13 who did not receive sick leave or written notice of available sick leave in violation of California
14 Labor Code section 246; who were not reimbursed for all expenses incurred to do their jobs, in
15 violation of California Labor Code section 2802; who incurred unlawful deductions from earned
16 wages in violation of California Labor Code sections 221-224; and who did not receive compliant
17 commission plans pursuant to Labor Code section 2751. Plaintiff is informed and believes that the
18 damages, restitution, penalties, interest, and attorneys' fees do not exceed an aggregate of
19 \$4,999,999.99 and that Plaintiff's individual claims do not exceed \$74,999.99.

20 7. The names and capacities of Defendant sued herein under California Code of Civil
21 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
22 therefore sues these Defendant by such fictitious names. Plaintiff will seek to amend this
23 Complaint and include these Doe Defendant's names and capacities when they are ascertained.
24 Each fictitiously named defendant is responsible in some manner for the conduct alleged herein
25 and for the injuries suffered by Plaintiff, the members of the proposed class, aggrieved employees,
26 and the general public.

27 8. At all times mentioned in the causes of action alleged herein, each and every
28 Defendant was an agent and/or employee of each and every other Defendant. In doing the things

1 alleged in the causes of action stated herein, each and every Defendant was acting within the
2 course and scope of this agency or employment and was acting with the consent, permission and
3 authorization of each of the remaining Defendant. All actions of each Defendant as alleged in the
4 causes of action stated herein were ratified and approved by every other Defendant or their
5 officers or managing agents.

6 **III. PARTIES**

7 9. The named Plaintiff Jeffrey Porter is and was at all relevant times an adult over 21
8 years of age residing in the County of El Dorado in the State of California.

9 10. Plaintiff worked for Defendant for approximately two years between June, 2020
10 and August, 2021.

11 11. On information and belief, Defendant Sonsray is a corporation that does business
12 throughout California.

13 12. Defendant is an “employer” as that term is used in the California Labor Code and
14 the IWC Wage Orders.

15 **IV. CLASS ACTION ALLEGATIONS**

16 13. **Class Definition.** This action seeks relief on behalf of a class of two subclasses
17 of employees:

18 **SubClass A:** persons in the employ of Defendant in the four years preceding the filing
19 date of this lawsuit and the present employed as sales persons (also called Account
20 Managers) (“sales persons”);

21 **SubClass B:** persons in the employ of Defendant in the three years preceding the filing
22 date of this lawsuit and the present whom did not receive sick leave or written notice of
23 available sick leave.

24 14. **Numerosity of the SubClasses.** The SubClasses are sufficiently numerous, since
25 they are estimated to include approximately 50, but less than 100, or more persons
26 geographically dispersed throughout California, the joinder of whom in one action is
27 impracticable, and the disposition of whose claims in a class action will provide substantial
28 benefits to both the parties and the Court.

1 15. **Ascertainable SubClasses.** The proposed SubClasses are ascertainable. The
2 litigation of the questions of fact and law involved in this action will resolve the rights of all
3 members of the SubClasses and hence, will have a binding effect on all SubClass members. The
4 SubClass members can be readily identified from records of Defendant and other means readily
5 available to the Defendant, and thus the Plaintiff, through minimally intrusive discovery.

6 16. **Common Questions of Fact and Law Exist and Predominate over Individual**
7 **Issues.** There is a well-defined community of interest in the questions of law and fact involved
8 affecting the parties to be represented. The questions of law and fact common to the SubClasses
9 predominate over questions that may affect individual SubClass members, including but not
10 limited to the following:

- 11 a. SubClass A: Whether Defendant implemented and engaged in a systematic
12 practice whereby it unlawfully failed to pay employees all compensation
13 owed;
- 14 b. SubClass A: Whether Defendant implemented and engaged in a systematic
15 practice whereby it unlawfully failed to timely pay all wages due after
16 termination;
- 17 c. SubClass A & B: Whether Defendant implemented and engaged in a
18 systematic practice whereby it unlawfully failed to provide accurate,
19 itemized, wage statements to employees;
- 20 d. SubClass A: Whether Defendant implemented and engaged in a systematic
21 practice whereby it unlawfully failed to reimburse employees for costs
22 incurred to perform their jobs;
- 23 e. SubClass A: Whether Defendant implemented and engaged in a systematic
24 practice whereby it unlawfully took deductions from employees' earned
25 wages;
- 26 f. SubClass A: Whether Defendant implemented and engaged in a systematic
27 practice whereby it unlawfully failed to provide written and signed
28 commission plans;

1 g. SubClass A & B: Whether Defendant implemented and engaged in a
2 systematic practice whereby it unlawfully failed to provide written notice of
3 available paid sick leave; and,

4 h. Whether the systematic acts and practices of Defendant, as alleged herein
5 violated, inter alia, applicable provisions of the California Labor Code,
6 including but not limited to sections 201-204, 221-224, 225.5, 226, 226.3,
7 246, 248.5, 558, 1174, 1194, 2698, 2751 and 2802, applicable Industrial
8 Welfare Commission Orders, and California Business & Professions Code
9 section 17200, et seq.

10 17. **Typicality.** Because Plaintiff did not receive all compensation owed, including
11 compensation owed at the time of his termination, did not receive reimbursement for all expenses
12 incurred to do his job, had unlawful deductions taken from his pay, failed to receive timely and
13 accurate wage statements, did not receive legally compliant commission plans, and did not receive
14 written notice of available paid sick leave, Plaintiff is asserting claims that are typical of the
15 claims of the SubClasses.

16 18. **Adequacy.** Plaintiff is an adequate and proper class representative. Plaintiff
17 brings this action in his individual capacity, on behalf of all others similarly situated, and pursuant
18 to California Business & Professions Code section 17204, on behalf of the general public.
19 Defendant is in the business of providing new & used sales, rentals, parts and service for
20 construction equipment. Plaintiff was employed by Defendant as a sales person in California,
21 within the four years of the filing of this complaint.

22 19. While employed as a sales person by Defendant, Plaintiff was assigned a company
23 vehicle. Plaintiff was required to bear all of the expenses associated with the operation of this
24 vehicle. Although Defendant reimbursed Plaintiff for some of these expenses, Defendant
25 deducted \$250 a month from Plaintiff's earned wages for the use of this vehicle. Given Sonsray
26 took these unlawful deductions, Defendant did not pay Plaintiff all of his earned wages, including
27 those wages due at termination. In addition, given these failures, Defendant did not provide
28 Plaintiff with accurate wage statements in that the wage statements did not reflect all net and gross

1 wages earned. Defendant also failed to provide Plaintiff with a written notice setting forth the
2 amount of paid sick leave available either on his wage statements or in any separate writing
3 provided to Plaintiff on the date designated for payment of wages. Defendant also failed to
4 provide Plaintiff with compliant commission statements. Plaintiff will fairly and adequately
5 represent and protect the interests of the SubClasses in that he has no disabling conflict of interest
6 that would be antagonistic to those of the other members of the SubClasses. Plaintiff retained
7 counsel who are competent and experienced in the prosecution of class action wage and hour
8 violations.

9 20. **Community of Interest.** The common questions of law and fact are predominant
10 with respect to the liability issues, relief issues, and anticipated affirmative defenses. There is a
11 well-defined community of interest in the questions of law and fact involved affecting the
12 proposed SubClasses in that the claims of all such SubClass Members relate to and arise out of a
13 common scheme and practices utilized by Defendant. Plaintiff and the members of the
14 SubClasses have a well-defined community of interest in the questions of fact and law to be
15 litigated, have all similarly suffered irreparable harm and damages as a result of Defendant's
16 unlawful and wrongful conduct, including but not limited to Defendant's systematic failure to pay
17 employees all compensation owed, failure to timely pay all wages due after termination, failure to
18 provide accurate, itemized, wage statements to employees, failure to reimburse employees for
19 costs incurred to perform their jobs, the unlawful taking of deductions from employees' earned
20 wages, failure to provide written and signed commission plans, and failure to provide written notice
21 of available paid sick leave, makes class treatment especially appropriate.

22 21. **Superiority of Class Adjudication.** The certification of a class in this action is
23 superior to the litigation of a multitude of cases by members of the putative class. Class
24 adjudication will conserve judicial resources and will avoid the possibility of inconsistent rulings.
25 Equity dictates that all persons who stand to benefit from the relief sought herein should be subject
26 to the lawsuit and hence subject to an order spreading the costs of the litigation among the
27 SubClass members in relationship to the benefits received. The damages and other potential
28 recovery for each individual member of the proposed SubClass are modest, relative to the

1 substantial burden and expense of individual prosecution of these claims. Given the amount of the
2 individual SubClass members' claims, few, if any, SubClass members could afford to seek legal
3 redress individually for the wrongs complained of herein. Even if SubClass members themselves
4 could afford individual litigation, the court system could not. Individualized litigation presents a
5 potential for inconsistent or contradictory judgments. Individualized litigation increases the delay
6 and expense to all parties and the court system presented by the complex legal and factual issues
7 of the case. By contrast, the class action device presents far fewer management difficulties, and
8 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by
9 a single court.

10 **V. FACTUAL ALLEGATIONS**

11 22. Defendant is in the business of providing new & used sales, rentals, parts and
12 service for construction equipment. Defendant operate in California.

13 23. Plaintiff, and those he seeks to represent, are current and former employees who
14 work and/or worked as sales persons (also referred to as account managers), and current and
15 former employees whom Defendant did not provide sick leave or written notice of available sick
16 leave. As Defendant's employees, Plaintiff, and the SubClass members he seeks to represent,
17 were expected to make a set number of sales calls per week in an attempt to sell Defendant's
18 equipment and services.

19 24. During the time Plaintiff worked for Defendant as a sales person, he worked from
20 Defendant's Sacramento office.

21 25. Defendant required Plaintiff and the SubClass A Members to make a set number of
22 sales calls per week in an attempt to sell Defendant's equipment and services. Although
23 Defendant paid Plaintiff, and those similarly situated employees, at least in part, on a commission
24 basis, Defendant did not provide Plaintiff, or similarly situated employees, with signed
25 commission plans as required by California Labor Code section 2751.

26 26. To perform their duties, Plaintiff, and SubClass A Members, were assigned
27 company vehicles. Plaintiff, and the SubClass A Members who were assigned these vehicles,
28 were required to bear all of the expenses associated with the operation of these vehicles. Although

1 Defendant reimbursed Plaintiff and the SubClass A Members for some of the expenses, Defendant
2 deducted \$250 a month from Plaintiff and the SubClass A Members' earned wages for the use of
3 these vehicles. This practice violated California Labor Code sections 221-224. Given Defendant
4 took these unlawful deductions, Defendant did not pay Plaintiff and SubClass A Members all of
5 their earned wages in violation of Labor Code sections 201-203, including those wages due at
6 termination.

7 27. In addition, given these failures, Defendant did not provide Plaintiff and the
8 SubClass A Members with accurate wage statements as required by California Labor Code section
9 226(a), in that the wage statements did not reflect all net and gross wages earned.

10 28. Defendant also failed to comply with Labor Code section 246 in that it failed to
11 provide Plaintiff, and its other employees (SubClass B Members), with a written notice setting
12 forth the amount of paid sick leave available either on the employee's wage statements or in any
13 separate writing provided to the employee on the date designated for payment of wages. As a
14 result, Defendant is liable for penalties as set forth in California Labor Code section 248.5.

15 **FIRST CAUSE OF ACTION**

16 **(On Behalf of SubClass A)**

17 **(Failure to Pay All Wages Due: Cal. Lab. Code §§ 201-204, 558 and 1194)**

18 29. Plaintiff realleges and incorporates by reference the allegations contained in the
19 foregoing paragraphs as if fully set forth herein.

20 30. Pursuant to California Labor Code section 204, "[a]ll wages...earned by any person
21 in any employment are due and payable twice during each calendar month." California Labor
22 Code sections 201 and 202 provide when such payments must be made upon termination, and
23 section 203 provides penalties for the failure to make such timely payments at termination.

24 31. During all relevant periods, Defendant failed to pay employees all compensation
25 owed, failed to reimburse employees for costs incurred to perform their jobs, and unlawfully took
26 deductions from employees' earned wages. As a result, Defendant failed to pay Plaintiff and
27 SubClass A Members all wages earned and due as required by California Labor Code sections
28 201-203 and 1194. Given Defendant's failures, it did not pay Plaintiff and SubClass A Members

1 whose employment terminated during the class period, all wages owed at the time of termination.
2 Defendant also failed to provide Plaintiff and SubClass A Members accurate wage statements as
3 required by California Labor Code §§ 226 and 1174. Plaintiff and SubClass A Members are
4 entitled to recover their unpaid regular and overtime compensation and penalties arising
5 therefrom.

6 32. Plaintiff and proposed Class Members are therefore entitled to the relief requested
7 below.

8 **SECOND CAUSE OF ACTION**

9 **(On Behalf of SubClass A)**

10 **(Failure to Reimburse for Necessary Business Expenditures: Cal. Lab. Code § 2802)**

11 33. Plaintiff realleges and incorporates by reference the allegations contained in the
12 foregoing paragraphs as if fully set forth herein.

13 34. California Labor Code § 2802 provides that an employer “shall indemnify his or
14 her employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
16 employer.”

17 35. Defendant assigned company vehicles to Plaintiff and SubClass A Members.
18 Plaintiff and the SubClass A Members who were assigned these vehicles, were required to bear all
19 of the expenses associated with the operation of these vehicles. Although Defendant reimbursed
20 Plaintiff and the SubClass A Members who were assigned these vehicles, for some of the
21 expenses, Defendant deducted \$250 a month from Plaintiff and the SubClass A Members’ earned
22 wages for the use of these vehicles.

23 36. Plaintiff and SubClass A Members have suffered damages as a direct consequence
24 of Defendant’s failure to comply with Labor Code § 2802 and seek reimbursement for the
25 necessary expenditures they incurred in direct consequence of the discharge of their duties in an
26 amount according to proof at time of trial with interest thereon, costs, applicable civil penalties
27 and attorney’s fees as set forth below.

28 37. Plaintiff and SubClass A Members are therefore entitled to the relief requested

below.

THIRD CAUSE OF ACTION

(On Behalf of SubClass A)

(Unlawful Deductions from Employees Earned Wages: Cal. Lab. Code §§ 221-224)

38. Plaintiff realleges and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.

39. Labor Code section 221 states that: "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

40. Labor Code section 222 states that: "It shall be unlawful ... to withhold from said employee any part of the wage agreed upon."

41. Labor Code section 223 states that: "...it shall be unlawful to ... pay a lower wage while purporting to pay the wage designated by statute or by contract."

42. Labor Code section 225.5 states that: "...every person who unlawfully withholds wages due any employee in violation of Section ... 221, 222, or 223 shall be subject to a civil penalty ... [f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee ... [f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

43. Defendant assigned company vehicles to Plaintiff and SubClass A Members. Plaintiff and the SubClass A Members who were assigned these vehicles, were required to bear all of the expenses associated with the operation of these vehicles. Although Defendant reimbursed Plaintiff and the SubClass A Members who were assigned these vehicles, for some of the expenses, Defendant deducted \$250 a month from Plaintiff and the SubClass A Members' earned wages for the use of these vehicles.

44. Plaintiff and SubClass A Members have suffered damages as a direct consequence of Defendant's failure to comply with Labor Code §§ 221-224 and seek restitution in an amount according to proof at time of trial with interest thereon, costs, applicable civil penalties and

1 attorney's fees as set forth below.

2 45. Plaintiff and Class Members are therefore entitled to the relief requested below.

3 **FOURTH CAUSE OF ACTION**

4 **(On Behalf of SubClasses A & B)**

5 **(Failure to Provide Accurate Wage Statements: Cal. Lab. Code §§ 226, 246)**

6 46. Plaintiff realleges and incorporates by reference the allegations contained in the
7 foregoing paragraphs as if fully set forth herein.

8 47. Labor Code § 226(a) provides that employers shall provide "each of his or her
9 employees ... an accurate itemized statement in writing," showing, among other things, "gross
10 wages earned" and "net wages earned."

11 48. Defendant failed to provide timely, accurate, itemized wage statements to Plaintiff
12 and SubClass A Members in accordance with Labor Code § 226(a). In particular, the wage
13 statements Defendant provided Plaintiff and the SubClass A Members, do not accurately reflect
14 the actual gross wages earned, or actual net wages earned. This is because, in part, Defendant
15 made unlawful deductions from the wages of Plaintiff and SubClass A Members. In addition,
16 Defendant did not, and does not, list available paid sick time on the wage statements, or on any
17 other written document provided to Plaintiff and the Class Members in violation of Labor Code §
18 246(i).

19 49. Defendant's failure to comply with Labor Code § 226(a) was and continues to be
20 knowing and intentional. Defendant was aware that Plaintiff and Class Members were not paid all
21 wages earned. Yet, Defendant systematically continued to take unlawful deductions from Plaintiff
22 and Class Members' wages.

23 50. Defendant is liable to Plaintiff and the Class Members alleged herein for the wages
24 not paid as well as the damages and civil penalties set forth in Labor Code section 226(e) and
25 226.3, with interest thereon. Furthermore, Plaintiffs and Class Members are entitled to an award of
26 attorneys' fees and costs as set forth below. Plaintiff, and Class Members are also entitled to the
27 penalties for violating Labor Code section 246.

28 51. Plaintiff and Class members are therefore entitled to the relief requested below.

1 **FIFTH CAUSE OF ACTION**

2 **(On Behalf of SubClasses A & B)**

3 **(Unlawful, Unfair and Fraudulent Business Practices Pursuant**
4 **To Business & Professions Code Section 17200, et seq.)**

5 52. Plaintiff realleges and incorporates by reference the allegations contained in the
6 foregoing paragraphs as if fully set forth herein.

7 53. California Business & Professions Code section 17200, et seq. prohibits acts of
8 unfair competition, which shall mean and include any “unlawful, unfair, or fraudulent business act
9 or practice.”

10 54. The policies, acts and practices heretofore described were and are unlawful
11 business acts or practices because Defendant’s failure to pay all wages due in violation of
12 California Labor Code sections 201-203, and 1194; failure to provide accurate wage statements in
13 violation of California Labor Code section 226; failure to provide a written record of available
14 sick leave in violation of California Labor Code section 246; failure to reimburse employees for
15 all expenses incurred to do their jobs, in violation of California Labor Code section 2802; took
16 unlawful deductions from earned wages in violation of California Labor Code sections 221-224;
17 and failed to provide compliant commission plans pursuant to Labor Code section 2751, violates
18 applicable Labor Code sections and gives rise to statutory and civil penalties as a result of such
19 conduct, including but not limited to penalties as provided by Labor Code sections 201-204, 221-
20 224, 225.5, 226, 226.3, 246, 248.5, 558, 1174, 1194, 2698, 2751 and 2802, applicable Industrial
21 Welfare Commission Orders, and California Business & Professions Code section 17200, et seq.
22 Plaintiff reserves the right to allege additional statutory and common law violations by Defendant.
23 Such conduct is ongoing to this date.

24 55. The policies, acts or practices described herein were and are an unfair business act
25 or practice because any justifications for Defendant’s illegal and wrongful conduct were and are
26 vastly outweighed by the harm such conduct caused Plaintiff, the SubClass Members, and the
27 members of the general public. Such conduct is ongoing to this date.

28 56. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaped

1 unfair benefits and illegal profits at the expense of Plaintiff, and SubClass Members. Defendant
2 should be made to disgorge ill-gotten gains and provide restitution to Plaintiff, and SubClass
3 Members, for the wrongfully withheld wages pursuant to Business and Professions Code section
4 17203.

5 57. Accordingly, Plaintiff, and SubClass members, request that the Court award
6 judgment and relief in their favor, to provide restitution, and other types of equitable relief.

7 58. Plaintiff and SubClass members are therefore entitled to the relief requested below.

8 **SIXTH CAUSE OF ACTION**

9 **(On Behalf of Aggrieved Employees)**

10 **(Labor Code Private Attorneys General Act of 2004: Labor Code Sec. 2698)**

11 59. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing
12 paragraphs as if fully set forth herein.

13 60. The policies, acts and practices heretofore described were and are unlawful because
14 Defendant's failure to pay all wages due in violation of California Labor Code sections 201-203,
15 and 1194; failure to provide accurate wage statements in violation of California Labor Code
16 section 226; failure to provide a written record of available sick leave in violation of California
17 Labor Code section 246; failure to reimburse employees for all expenses incurred to do their jobs,
18 in violation of California Labor Code section 2802; took unlawful deductions from earned wages
19 in violation of California Labor Code sections 221-224; and failed to provide compliant
20 commission plans pursuant to Labor Code section 2751, violates applicable Labor Code sections
21 and gives rise to statutory and civil penalties as a result of such conduct, including but not limited
22 to penalties as provided by Labor Code sections 201-204, 221-224, 225.5, 226, 226.3, 246, 248.5,
23 558, 1174, 1194, 2698, 2751 and 2802, applicable Industrial Welfare Commission Orders, and
24 California Business & Professions Code section 17200, et seq. Plaintiff, as an aggrieved
25 employee, hereby seeks recovery of civil penalties as prescribed by the Labor Code Private
26 Attorney General Act of 2004 on behalf of himself and other current and former employees of
27 Defendant against whom one or more of the violations of the Labor Code was committed.

28 61. On November 18, 2022, Plaintiff gave written notice to the California Labor and

1 Workforce Development Agency by online submission through their website and by certified mail
2 to Defendant of Labor Code violations as prescribed by California Labor Code section 2699.3.
3 Plaintiff has not received written notification by the LWDA of an intention to investigate the
4 allegations set forth in Plaintiff's November 18, 2022, letter or written notice of cure by December
5 21, 2022, as prescribed by California Labor Code section 2699.3.

6 **PRAYER FOR RELIEF**

7 WHEREFORE Plaintiff and Class members prays for judgment and relief as follows:

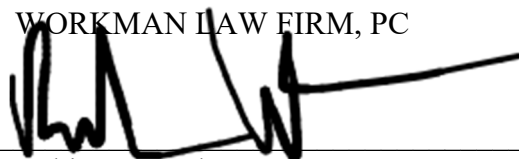
- 8 1. An order certifying that the action may be maintained as a class action;
9 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
10 available under each cause of action;
11 3. Reasonable attorneys' fees pursuant to California Labor Code §§ 226, 248.5,
12 1194(a), and 2802;
13 4. Costs of this suit;
14 5. Pre- and post-judgment interest; and,
15 6. Such other and further relief as the Court deems just and proper.

16 **JURY DEMAND**

17 Plaintiff hereby requests trial by jury.

18
19 Date: January 27, 2023

WORKMAN LAW FIRM, PC

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21 By: 

22 Robin G. Workman

23 *Attorneys for Aminullah Ansari, and all*
24 *others similarly situated*
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