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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS
(UNLIMITED JURISDICTION)**

23C-0048

JUAN C. SOLANO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

DAVID BAKKER DAIRIES; DAVID
BAKKER, individually; JOSEPH BAKKER,
individually; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME WAGES;**
- 2. FAILURE TO PERMIT AND AUTHORIZE ADEQUATE REST PERIODS;**
- 3. FAILURE TO PROVIDE ADEQUATE MEAL PERIODS;**
- 4. FAILURE TO INDEMNIFY FOR NECESSARY WORK-RELATED EXPENSES;**
- 5. FAILURE TO PAY WAGES DUE TO FORMER EMPLOYEES;**
- 6. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS;**
- 7. FAILURE TO PROVIDE ACCESS TO EMPLOYEE PAYROLL & PERSONNEL RECORDS;**
- 8. UNLAWFUL BUSINESS PRACTICES; and,**
- 9. PRIVATE ATTORNEYS GENERAL ACT (PAGA).**

1 Plaintiff Juan C. Solano ("Plaintiff") brings this lawsuit as a class action on behalf of
2 himself and all others similarly situated, and alleges on information and belief, as follows:

3 **GENERAL ALLEGATIONS**

4 1. Plaintiff brings this employment class action on behalf of himself and a putative
5 Class against Defendants David Bakker Dairies, David Bakker, and Joseph Bakker ("Defendants").

6 2. The putative Class consists of all persons who have been employed as nonexempt
7 employees at Defendants' dairy facilities in California during the Class Period. The Class Period is
8 defined as any time from four years prior to the date of filing of this Complaint to the date of entry
9 of judgment.

10 3. Plaintiff alleges that Defendants routinely violated state laws by, inter alia: failing
11 to pay overtime wages; failing to provide legally-compliant meal and rest periods, or to pay
12 premiums for meal and rest periods which were not provided or were inadequate; failing to pay for
13 necessary work-related expenses, such as work boots; failing to timely pay all wages and money
14 due at the time of separation of employment; failing to provide accurate itemized wage statements;
15 and, failing to provide personnel records for inspection. Plaintiff seeks unpaid wages, damages,
16 restitution, interest, penalties, reasonable attorneys' fees and costs, and other relief on behalf of
17 himself and other aggrieved former and current employees of Defendants.

18 4. Plaintiff brings this action against Defendants pursuant to Labor Code sections 201
19 and 202 (timely payment of final wages), 203 (waiting time penalties), 226 (inaccurate wage
20 statements), 226.7 and 512 (rest and meal periods), 510, 860, 1194, and 1198 (overtime wages),
21 1198.5 (personnel file inspection), 2802 (indemnification of expenses), and 2698-2699 (PAGA);
22 Industrial Welfare Commission (IWC) Wage Order No. 14-2001; Business and Professions Code
23 section 17200, et seq. (unlawful business practices); and Labor Code sections 218.5, 1194 and
24 2802 and Code of Civil Procedure section 1021.5 (attorneys' fees and costs).

25 **JURISDICTION AND VENUE**

26 5. The Court has jurisdiction over this class action pursuant to article VI, section 10 of
27 the California Constitution and Code of Civil Procedure section 410.10.

28 6. Venue is proper in this district pursuant to Code of Civil Procedure section 395,

1 subdivision (a). Defendants operate and reside in Kings County, maintain offices, transact
2 business, and/or have an agent in Kings County. Plaintiff and the Class were employed by
3 Defendants in Kings County, and most of the unlawful employment practices alleged herein took
4 place in Kings County.

5 **PARTIES**

6 7. Plaintiff Juan C. Solano was employed by Defendants as a milker at their dairy farm
7 from approximately November 2021 to November 2022.

8 8. While employed by Defendants, Plaintiff Juan C. Solano was paid wages based
9 upon a fixed salary and not paid for all of his overtime hours worked. His paychecks did not
10 properly include an accurate itemized statement reflecting the number of hours Plaintiff Juan C.
11 Solano actually worked, his hourly pay rate, or the amount of overtime earned.

12 9. Plaintiff Juan C. Solano was not provided with legally compliant meal and rest
13 periods. Throughout the relevant statutory period, Defendants did not provide Plaintiff Juan C.
14 Solano with compliant ten-minute rest periods even though he typically worked over 10 hours per
15 day. It was Defendants' practice to combine both 10-minute rest breaks and grant it to workers
16 after typically working more than six hours. During the relevant statutory period, Plaintiff Juan C.
17 Solano was not provided with legally compliant second meal periods after working more than ten
18 hours of work. Defendants did not pay Plaintiff premium compensation for the meal and rest
19 breaks he did not adequately receive.

20 10. During the Class Period, Defendants failed to provide Plaintiff special boots, a work
21 item that Defendants were obligated to provide and failed to provide as a necessary work-related
22 expense.

23 11. While employed by Defendants, Plaintiff was not provided with accurate itemized
24 wage statements pursuant to Labor Code § 226. These paychecks did not include all his overtime
25 hours worked by employees, all premium wages due for all missed meal and rest breaks,
26 reimbursements for work related expenses or properly calculated his overtime wages. Moreover,
27 Defendants failed to include the address of the legal entity that is the employer on employees'
28 wage statements. To date, Defendants have not paid Plaintiff for all overtime wages, all premium

1 pay for inadequate meal and rest periods, waiting time penalties, reimbursements for the purchase
2 of boots, or any interest on these amounts.

3 12. Plaintiff brings the Labor Code, Wage Order, and Business and Professions Code
4 claims enumerated herein on behalf of himself and a putative Class consisting of all persons who
5 have been employed as nonexempt employees at Defendants' dairy facilities in California at any
6 time from four years prior to the date of filing of this Complaint to the date of entry of judgment
7 (the Class Period). The putative Plaintiff Class consists of over 100 individuals.

8 13. David Bakker Dairies is believed to be a business organization, form unknown,
9 doing business in the state of California, County of Kings as Countryside Dairy and other dairies.

10 14. Defendant David Bakker is a resident of Kings County. Plaintiff is informed and
11 believes and thereon alleges that David Bakker owns, and is an operator of, David Bakker Dairies,
12 which includes dairies located in Kings County. At all times relevant herein, David Bakker was
13 the employer of Plaintiff and all members of the putative Class and liable to them as such,
14 individually and as an owner and operator of David Bakker Dairies, and other dairies he may own
15 and operate, as hereinafter alleged.

16 15. Defendant Joseph Bakker is a resident of Tulare County. Plaintiff is informed and
17 believes and thereon alleges that Joseph Bakker is an operator and manager of David Bakker
18 Dairies, which includes dairies located in Kings County. At all times relevant herein, Joseph
19 Bakker was the employer of Plaintiff and all members of the putative Class and liable to them as
20 such, individually and as an operator and manager of David Bakker Dairies, and other dairies he
21 may operate and manage, as hereinafter alleged.

22 16. Plaintiff is ignorant of the true names and capacities of the Defendants named herein
23 as Does 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names
24 pursuant to Code of Civil Procedure section 474. Plaintiff will amend this Complaint to show the
25 true names and capacities when ascertained. Plaintiff is likely to have evidentiary support, after
26 reasonable opportunity for further investigation, research, and discovery, to support his allegation
27 that each of the fictitiously-named Defendants is responsible in some manner for the occurrences
28

herein alleged and that Plaintiff's and the Class's damages were proximately caused by such occurrences.

JOINT AND SEVERAL LIABILITY

17. Defendants are jointly and severally liable as employer for the harms alleged in this Complaint because they all have: (1) exercised control over the hours, wages or working conditions of Plaintiff and the Class; (2) suffered or permitted Plaintiff and the Class to work; and/or (3) "engaged" Plaintiff and the Class, thereby creating a common law employment relationship. Plaintiff and all members of the Class were employees of the named Defendants and Does 1-50 within these definitions.

18. As Plaintiff's and the Class's joint employers, Defendants are jointly and severally liable for Plaintiff's and the Class's owed damages, premium pay, restitution, liquidated damages, statutory penalties, interest, attorneys' fees and costs, and other relief under the Labor Code and other laws herein alleged.

19. Plaintiff is informed and believes and thereon alleges that, at all times relevant herein, the Defendants, including the Doe Defendants, acted in concert and in furtherance of each other's interest. The acts of Defendants, as described herein, were known to and ratified by other Defendants.

20. Plaintiff is informed and believes and thereon alleges that at all times material to this action, each Defendant—including each sued herein as Doe—was the agent, or employee of, or co-conspirator with and/or working in concert with, each of the remaining Defendants and was at all times acting within the purpose and scope of such agency, employment, concerted activity, or conspiracy. Plaintiff further alleges that to the extent that specific acts or omissions were perpetrated by the Defendants, the remaining Defendant or Defendants confirmed and ratified said acts and omissions.

CLASS ACTION ALLEGATIONS

21. **Proposed Class.** Pursuant to Code of Civil Procedure section 382, Plaintiff brings this action on behalf of a putative Class defined as all persons who have been employed as

1 nonexempt employees at Defendants' dairy facilities in California, at any time from four years
2 prior to the date of filing of this Complaint to the date of entry of judgment (the Class Period).

3 22. **Ascertainability.** The Class is ascertainable because the identity of Class members
4 can be determined from Defendants' payroll and time records.

5 23. **Numerosity.** The Class is so numerous that the individual joinder of all members is
6 impractical. While the exact number of members of the Class is unknown to Plaintiff at this time,
7 Plaintiff alleges on information and belief that the Class includes over 100 members.

8 24. **Typicality.** Plaintiff's claims are typical of the claims of the Class in that they arise
9 from Defendants' failure to conform their wage and hour practices to the requirements of the Labor
10 Code and the applicable Wage Order. Plaintiff was employed as a nonexempt worker at
11 Defendants' dairy facility during the Class Period, and was underpaid because of Defendants'
12 unlawful employment policies and practices.

13 25. **Adequacy of Plaintiff as Class Representative and Counsel for the Class.**
14 Plaintiff can adequately and fairly represent the interests of the Class as defined above because his
15 individual interests are consistent with, not antagonistic to, the interests of the Class. Plaintiff's
16 counsel possess the requisite resources and ability to prosecute this case as a class action and are
17 experienced employment attorneys who have successfully litigated other cases involving similar
18 issues.

19 26. **Predominant Questions of Law or Fact.** Common questions of law and fact exist
20 as to all members of the Class, and predominate over questions that affect only individual
21 members. The common questions of law and fact include, but are not limited to:

- 22 (a) Whether Defendants violated the Labor Code and the applicable Wage Order by failing to
23 pay the overtime wages owed to the Class;
- 24 (b) Whether Defendants violated Labor Code section 226.7 and the applicable IWC Wage
25 Order by failing to provide adequate rest periods to which Plaintiff and the Class were
26 entitled;
- 27 (c) Whether Defendants violated Labor Code sections 226.7 and 512 and the applicable IWC
28 Wage Order by failing to provide legally compliant meal periods to which Plaintiff and the

- Class were entitled;
- (d) Whether Defendants violated Labor Code section 226.7, subdivision (c), by failing to pay Plaintiff and the Class premium pay for missed or inadequate meal and rest periods;
 - (e) Whether Defendants violated Labor Code section 2802 and the applicable Wage Order by failing to provide boots and to indemnify Plaintiff and the Class for such work-related expenses;
 - (f) Whether Defendants' pay practices resulted in the willful failure to pay all earned wages to Plaintiff and some members of the Class on their separation from employment, in violation of Labor Code sections 201 to 203;
 - (g) Whether Defendants' practice of not listing certain information on wage statements, such as accurate hours worked and their address, violated Labor Code section 226;
 - (h) What relief is necessary to remedy Defendants' unlawful conduct as herein alleged;
 - (i) Other common questions of law and fact; and,
 - (j) Plaintiff anticipates that Defendants' affirmative defenses will raise additional common issues of fact and law.

27. **Superiority of Class Action Mechanism.** Class certification is appropriate because Defendants have implemented a scheme that is generally applicable to the Class, making it appropriate to grant relief with respect to the Class as a whole. Class action treatment will allow similarly-situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Further, the prosecution of separate actions against Defendants by individual class members may create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants. For these and other reasons, a class action is superior to other available methods for the fair and efficient adjudication of the controversy set forth in this Complaint.

FIRST CAUSE OF ACTION
Failure to Pay Overtime Wages
(Labor Code §§ 218.6, 510, 860, 1194, 1198; IWC Wage Order No. 14)
(By Plaintiff and Putative Class Against All Defendants)

28. Plaintiff hereby re-alleges and incorporates by reference each and every allegation

1 contained in the preceding paragraphs, as though fully set forth herein.

2 29. Before January 1, 2019, nonexempt employees covered by Wage Order No. 14 were
3 entitled to one and one-half times their hourly pay for all hours worked more than 10 hours in any
4 workday, for the first 8 hours worked on the 7th consecutive day of work in a workweek, and for
5 any work in excess of 60 hours in any one workweek. (Wage Order No. 14 § 3.) The law changed
6 effective January 1, 2019 for employers with 26 or more employees, requiring overtime pay for all
7 hours worked more than 9.5 hours in any workday, for the first 8 hours worked on the 7th
8 consecutive day of work in a workweek, and for any work in excess of 55 hours in any one
9 workweek. (*Id.*; Lab. Code, § 860). Effective January 1, 2020, overtime had to be paid after
10 working 9 hours in a day (and/or 50 hours in a workweek) and effective January 1, 2021, after
11 working more than 8.5 hours in a day (and/or more than 45 hours in a workweek). Effective
12 January 1, 2022, overtime must be paid after working 8 hours in a day (and/or more than 40 hours
13 in a workweek). Throughout their employment with Defendants, Plaintiff and other aggrieved
14 employees covered by Wage Order No. 14 routinely worked more than 10 hours per day and/or 60
15 hours per week. Defendants failed to compensate Plaintiff and the putative Class for all overtime
16 hours worked.

17 30. As a result of Defendants' failure to provide Plaintiff and members of the Class with
18 overtime pay in accordance with California law, Plaintiff and members of the Class have been
19 deprived of wages due them in amounts to be proven at trial.

20 31. Pursuant to law, including Labor Code section 218.6, Plaintiff is entitled to recover
21 prejudgment interest on the amount of overtime wages owed, in an amount to be proven at trial.

22 32. Pursuant to Labor Code section 1194, subdivision (a), Plaintiff and members of the
23 Class who have not been paid overtime compensation as required by Wage Order No. 14 and
24 Labor Code section 1198 are entitled to recover the full unpaid balance of such wages, interest
25 thereon, reasonable attorneys' fees, and the costs of suit.

26 **SECOND CAUSE OF ACTION**
27 **Failure to Permit and Authorize Adequate Rest Periods**
 (Labor Code § 226.7; IWC Wage Order No. 14)
28 **(By Plaintiff and Putative Class Against All Defendants)**

1 33. Plaintiff hereby re-alleges and incorporates by reference each and every allegation
2 contained in the preceding paragraphs as though fully set forth herein.

3 34. Section 12 of IWC Wage Order No. 14 provides, in pertinent part: “Every employer
4 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
5 in the middle of each work period. The authorized rest period time shall be based on the total
6 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
7 thereof. . . . Authorized rest period time shall be counted, as hours worked for which there shall be
8 no deduction from wages.”

9 35. Labor Code section 226.7 states: “No employer shall require any employee to work
10 during any meal or rest period mandated by an applicable order of the Industrial Welfare
11 Commission. [...] If an employer fails to provide an employee a meal period or rest period in
12 accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay
13 the employee one additional hour of pay at the employee’s regular rate of compensation for each
14 work day that the meal or rest period is not provided.”

15 36. Defendants failed to provide Plaintiff and the Class with rest periods as required by
16 law. Plaintiff and the Class regularly worked shifts long enough to be entitled to two or more rest
17 periods, but Defendants only permitted them to take one extended rest period after working more
18 than six hours.

19 37. Based on their conduct, Defendants are liable for an additional hour of pay for each
20 day on which a rest period was not provided, as well as civil penalties and the relief set out in the
21 prayer for relief. Plaintiff and the Class are also entitled to recover prejudgment interest on the
22 amount of premiums owed, in an amount to be proven at trial.

23 **THIRD CAUSE OF ACTION**
24 **Failure to Provide Adequate Meal Periods**
25 **(Labor Code §§ 512, 226.7; IWC Wage Order No. 14)**
26 **(By Plaintiff and Putative Class Against All Defendants)**

27 38. Plaintiff hereby re-alleges and incorporates by reference each and every allegation
28 contained in the preceding paragraphs as though fully set forth herein.

39. Labor Code section 512, subdivision (a), and section 11 of Wage Order No. 14 provide, with exceptions not relevant here, that an employer may not employ any person for a work period of more than five hours per day without providing a meal period of not less than 30 minutes, and may not employ an employee for a work period of more than 10 hours per day without providing a second meal period of not less than 30 minutes. Employers are prohibited from requiring employees to work during meal periods. (Lab. Code, § 226.7, subd. (b).)

40. Pursuant to Labor Code section 226.7, subdivision (c), if an employer fails to provide an employee a meal period in accordance with an applicable statute or Wage Order, then the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation for each day that the meal period was not provided.

41. Defendants failed to provide Plaintiff and the Class with all of their meal periods as required by law. Plaintiff and the putative Class regularly worked in excess of ten hours per day. When Plaintiff and the Class worked in excess of ten hours per day, Defendants did not provide them with a second meal period of at least 30 minutes.

42. Based on their conduct, Defendants are liable for an additional hour of pay for each day on which a meal period was not provided, as well as civil penalties and the relief set out in the prayer for relief. Plaintiff and the Class are also entitled to recover prejudgment interest on the amount of premiums owed, in an amount to be proven at trial.

FOURTH CAUSE OF ACTION
Failure to Provide Necessary Protective Clothing and Failure to
Indemnify Employees for Work-Related Expenses
(Labor Code § 2802; IWC Wage Order No. 14)
(By Plaintiff and Putative Class Against All Defendants)

43. Plaintiff hereby re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

44. Labor Code § 2802(a) requires an employer to indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Labor Code § 2802(b) provides that all awards made under Labor Code § 2802(a) shall "carry interest at the same rate as judgments in civil actions" and that interests "shall

1 accrue from the date on which the employee incurred the necessary expenditure or loss.”

2 45. Plaintiff and members of the Class were required to use boots in the course and
3 scope of their employment with Defendants, and/or in order to protect themselves from injury or
4 exposure to health hazards on the job, such as excessive water, sick and/or injured cows, and
5 chemicals. Defendants have illegally failed to provide Plaintiff and members of the Class with
6 such work boots. Defendants’ failure to indemnify workers for necessary work-related expenses
7 violates IWC Wage Order No. 14 and Labor Code § 2802.

8 46. As a direct and proximate result of Defendants’ conduct, Plaintiff and members of
9 the Class have suffered losses, in amounts according to proof at trial. Plaintiff and members of the
10 Class therefore are entitled to restitution of all expenses incurred in the of their work duties,
11 reasonable attorneys’ fees and costs for Defendants’ violation of Labor Code § 2802.

12 **FIFTH CAUSE OF ACTION**
13 **Failure to Pay Wages Due to Former Employees**
14 **(Labor Code §§ 201-203)**
(By Plaintiff and Putative Class Against All Defendants)

15 47. Plaintiff hereby re-alleges and incorporates by reference each and every allegation
16 contained in the preceding paragraphs as though fully set forth herein.

17 48. By failing to compensate Plaintiff and members of the Class who have quit or been
18 discharged during the Class Period as required by the Labor Code and the applicable Wage Order,
19 Defendants have also willfully failed to make timely payment of the full wages due to their former
20 employees, and thereby have violated Labor Code sections 201 and 202.

21 49. Pursuant to Labor Code section 203, Plaintiff and members of the Class who have
22 quit or have been discharged from employment with Defendants during the Class Period are
23 entitled to waiting time penalties equal to up to 30 days’ pay per person, in an amount to be
24 determined at trial.

25 **SIXTH CAUSE OF ACTION**
26 **Failure to Furnish Accurate Wage Statements**
27 **(Labor Code § 226)**
(By Plaintiff and Putative Class Against Defendants)

1 50. Plaintiff hereby re-alleges and incorporates by reference each and every allegation
2 contained in the preceding paragraphs as though fully set forth herein.

3 51. Labor Code section 226, subdivision (a), requires an employer to provide each
4 employee with an accurate itemized statement each time wages are paid. This wage statement
5 must show various matters, including address of the employer; gross wages earned; total hours
6 worked by the employee, with exceptions not relevant here; all deductions; net wages earned; the
7 inclusive dates of the period for which the employee is paid; the name of the employee and the last
8 four digits of the social security number or other identification number; the name and address of the
9 legal entity that is the employer, and all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee.

11 52. If an employer knowingly and intentionally fails to comply with section 226,
12 subdivision (a), then the employee is entitled to recover the greater of all actual damages or \$50 for
13 the initial violation and \$100 for each subsequent violation, up to \$4,000. (Lab. Code, § 226, subd.
14 (e)(1).)

15 53. Plaintiff believe and thereon allege that Defendants knowingly and intentionally
16 failed to furnish them and the Class with accurate itemized wage statements. For example, the
17 statements did not include Defendants' address, the accurate number of overtime hours worked and
18 the correct amount of overtime earned. Further, the statements did not include premium wages due
19 for all missed or inadequate meal and rest breaks.

20 54. As a result of Defendants' failure to furnish accurate wage statements, Plaintiff and
21 each member of the Class are entitled to wages and penalties in the amount of \$4,000 each
22 pursuant to Labor Code section 226, subdivision (e)(1).

23 55. Plaintiff further demand reasonable attorneys' fees and costs, pursuant to Labor
24 Code section 226, subdivision (e)(1).

25
26 **SEVENTH CAUSE OF ACTION**
27 **(Failure to Provide Access to Employee Payroll and**
28 **Personnel Records, Labor Code § 1198.5; only Named Plaintiff Against All Defendants)**

1 56. Plaintiff hereby re-alleges and incorporates by reference each and every allegation
2 contained in the preceding paragraphs as though fully set forth herein.

3 57. California Labor Code § 226, subdivisions (b) and (c), require employers doing
4 business in the State of California to provide current and former employees access to their payroll
5 records.

6 58. California Labor Code § 432, subdivision (b), requires employers doing business in
7 the State of California to provide current and former employees copies of all written instruments
8 they sign upon request.

9 59. Labor Code Section 1198.5, subdivision (b)(1) states: “The employer shall make the
10 contents of those personnel records available for inspection to the current or former employee, or
11 his or her representative, at reasonable intervals and at reasonable times, but not later than 30
12 calendar days from the date the employer receives a written request, unless the current or former
13 employee, or his or her representative, and the employer agree in writing to a date beyond 30
14 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days
15 from the employer’s receipt of the written request.”

16 60. Plaintiff requested Defendants to provide Plaintiffs access to his employee
17 personnel files and payroll records. Plaintiff’s counsel mailed out the correspondence on December
18 13, 2022 and to date has not received a copy of Plaintiff’s personnel file and payroll records.

19 61. Defendants failed to provide Plaintiff access to Plaintiff’s payroll and personnel
20 records in violation of California law.

21 62. As a result of the statutory violations, Plaintiffs seek damages, in an amount to be
22 determined according to proof at trial, costs, and attorneys’ fees, including a penalty pursuant to
23 Labor Code § 1198.5.

24 63. By reason of the foregoing, Plaintiff has been left without an adequate remedy at
25 law, and should be entitled to appropriate injunctive relief from this Court including, but not
26 limited to, an order by the Court requiring Defendants to turn over copies of all of the contents of
27 Plaintiff’s employee personnel files and payroll records to Plaintiff.
28

64. Based on the misconduct alleged in this Complaint, Plaintiff is entitled to attorneys' fees as provided by applicable law, including but not limited to California Labor Code § 226, subdivisions (e) and (f).

65. Based on the misconduct alleged in this Complaint, Plaintiff is entitled to penalties as provided by applicable law, including but not limited to California Labor Code § 226, subdivisions (e) and (f).

EIGHTH CAUSE OF ACTION
Unlawful Business Practices
(Business and Professions Code § 17200, et seq.)
(By Plaintiff and Putative Class Against Defendants)

66. Plaintiff hereby re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

67. Plaintiff brings this cause of action as a representative action under the Unfair Competition/Unlawful Business Practices Law, Business and Professions Code sections 17200, et seq. (UCL).

68. Plaintiff and members of the Class are "persons" within the meaning of Business and Professions Code section 17204 who have suffered injury in fact as a result of Defendant's unlawful business practices, and meet the requirements of Code of Civil Procedure section 382, as set forth above, and therefore have standing to bring this claim for injunctive relief, restitution, and other appropriate equitable relief. Plaintiff and Class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

69. Defendants' conduct as alleged herein constitutes unlawful business practices within the meaning of the UCL. Defendants' unlawful business practices include, without limitation, the following:

(a) Failing to pay overtime compensation in violation of the Labor Code and IWC Wage Order No. 14;

(b) Failing to authorize and permit rest periods as required by Labor Code section 226.7 and IWC Wage Order No. 14.

(c) Failing to provide legally-compliant meal periods as required by Labor Code

sections 226.7 and 512 and IWC Wage Order No. 14;

(d) Failing to pay premium pay for missed or inadequate meal and rest periods, as required by Labor Code section 226.7, subdivision (c);

(e) Failing to provide all necessary work-related equipment and failing to indemnify employees for work-related expenses incurred, in violation of Labor Code section 2802 and IWC Wage Order No. 14;

(f) Failing to timely pay all wages and money due at the time of separation of employment as required by Labor Code sections 201 and 202, or to pay waiting time penalties as required by Labor Code section 203; and

(g) Failing to provide accurate itemized wage statements as required by Labor Code section 226, subdivision (a).

70. Plaintiff reserves the right to identify additional unlawful practices by Defendants as further investigation and discovery warrant.

71. Through the unlawful business practices alleged herein, Defendants have received and retained funds that rightfully belong to Plaintiff and the Class. Pursuant to Business and Professions Code section 17203, the Court may restore to a party any money or property acquired by means of unlawful business practices. Plaintiff seeks restitution of all unpaid wages, money, and property of which they and the Class have been deprived as a result of Defendants' unlawful business practices.

72. Injunctive relief pursuant to Business and Professions Code section 17203 is necessary to prevent Defendants from continuing to engage in unlawful business practices as alleged in this Complaint. Defendants and/or persons acting in concert with it, have done, are now doing, and will continue to do or cause to be done, the illegal acts alleged in this Complaint, unless restrained and enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions will result. The continuing violation of law by Defendants will cause great and irreparable damage to Plaintiff, Class members, and the public at large, unless Defendants are immediately restrained from committing further illegal acts.

NINTH CAUSE OF ACTION
(Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004;
Labor Code §§ 2698-2699, et seq.)
(By Plaintiff and Similarly Aggrieved Workers Against All Defendants)

73. Plaintiff hereby re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

74. Plaintiff, as an aggrieved employee, brings this claim pursuant to California Labor Code §§ 2698-2699 on behalf of himself and all other current or former similarly aggrieved employees of Defendants in California at any time for which recovery is authorized under Labor Code §§ 2698-2699, *et seq.* Pursuant to California Labor Code § 2699.3, on December 13, 2022, Plaintiff, by and through his counsel, filed online and sent notice online to the Labor and Workforce Development Agency (LWDA) and by certified mail to the Defendants of the specific provisions of the Labor Code that have been violated (“PAGA Notice”), including the facts and theories to support the violations. The LWDA has not responded to Plaintiff’s PAGA Notice as of the date of this Complaint. Plaintiff thus has complied with the PAGA notice requirement.

75. As alleged above, Defendants have violated the provisions of the California Labor Code, specifically the failure to pay overtime, provide meal and rest periods, reimburse business expenses, timely pay owed wages for all hours worked, and provide accurate itemized wage statements. Plaintiff seeks recovery of unpaid wages and penalties resulting from said violations on behalf of himself and all other similarly aggrieved employees of Defendants in California at any time for which recovery is authorized under California Labor Code §§ 2698-2699.

76. Pursuant to California Labor Code § 2699, Plaintiff is entitled to recover civil penalties for Defendants’ violations of Labor Code sections 201, 201.3, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1198, and 2802.

77. Plaintiff requests an award of attorneys’ fees and costs, including as authorized under California Labor Code §2699, and the relief set out in the prayer for relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. Certification of the action as a class action on behalf of the putative Class as to all causes of action herein, appointment of Plaintiff as class representatives, and appointment of Plaintiffs' counsel as class counsel;
2. An injunction requiring Defendants to immediately cease and desist from engaging in the unlawful business practices complained of herein;
3. Restitution of all unpaid wages, including unpaid overtime compensation owed to Plaintiff and members of the Class, in an amount according to proof;
4. Restitution of all unpaid premium pay owed to Plaintiff and members of the Class equal to one hour of pay per employee for each workday in which a required rest period was not authorized and permitted, and one hour of pay per employee for each workday in which a required meal period was not provided, pursuant to Labor Code section 226.7, subdivision (c), in an amount according to proof;
5. Indemnification of all work-related expenses and reimbursement of all necessary and/or required equipment incurred by Plaintiff and members of the Class, pursuant to Labor Code section 2802, in an amount according to proof;
6. Waiting time penalties on wages due to Plaintiff and members of the Class who have resigned or been discharged during the Class Period pursuant to Labor Code section 203, in an amount according to proof;
7. Damages, including attorneys' fees, for Defendants' failure to provide Plaintiff access to his payroll and personnel records in violation of the Labor Code;
8. Restitution of all other wages and benefits due and restitution of all profits acquired by Defendants by means of any unlawful business practice, in an amount according to proof;
9. Actual and/or liquidated damages pursuant to Labor Code section 226, subdivision (e);
10. Accrued interest, pursuant to Labor Code sections 218.6, 226.7, 1198, and 2802, and Civil Code section 3287;

1 11. PAGA Penalties pursuant to Labor Code sections 2698-99;

2 12. Attorneys' fees, statutory costs and litigation expenses in an amount the Court

3 determines to be reasonable, pursuant to Labor Code sections 218.5, 1194, 2802, and

4 2699 and Code of Civil Procedure section 1021.5; and

5 13. For such other and further relief as the court deems just, equitable, and proper.

6 DATED: February 17, 2023

LAW OFFICES OF JOHN E. HILL

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8 By: Enrique Martinez
9 Enrique Martinez
10 Attorneys for Plaintiff and the Putative Class
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