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on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SCOTT AARON LAWSON, an individual
and on behalf of all others similarly situated
and aggrieved,

Plaintiff,

v.

LUSARDI CONSTRUCTION CO., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

9/30/2025 6:36:57 PM

Clerk of the Superior Court

By C. Franssen ,Deputy Clerk

CASE NO.: 25CU052487N

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. FAILURE TO TIMELY PAY WAGES;
7. FAILURE TO INDEMNIFY
8. UNFAIR COMPETITION; and
9. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff Scott Aaron Lawson, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Lusardi Construction Co., and any of its respective subsidiaries or affiliated companies within the
7 State of California (“Lusardi” and collectively with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
12 and any of their respective subsidiaries or affiliated companies within the State of California, as a
13 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
14 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
15 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
16 for violations of the Labor Code, including but not limited to, failure to comply with Labor Code
17 section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*,
18 Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty
19 Period (collectively, “Aggrieved Employees”).

20 **PARTIES**

21 **A. Plaintiff**

22 3. Plaintiff Scott Aaron Lawson is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
25 constructing, maintaining job sites, and pouring concrete. Plaintiff is informed and believes, and
26 based thereon alleges, that Plaintiff Scott Aaron Lawson worked for Defendants from approximately
27 March of 2024 through approximately July of 2024.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant Lusardi
3 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
4 the laws of the State of California and doing business in the County of San Diego, State of California.
5 At all relevant times herein, Lusardi employed Plaintiff and similarly situated employees within the
6 State of California.

7 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
9 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
10 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
11 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
12 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
13 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
14 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
15 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
16 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
17 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
18 include Lusardi, and any of their parent, subsidiary, or affiliated companies within the State of
19 California, as well as DOES 1 through 100 identified herein.

20 **JOINT LIABILITY ALLEGATIONS**

21 6. Plaintiff is informed and believes and based thereon alleges that all the times
22 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
23 representative, joint venture or co-conspirator of each of the other defendants, either actually or
24 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
25 employment, joint venture, and conspiracy.

26 7. All of the acts and conduct described herein of each and every corporate defendant
27 was duly authorized, ordered, and directed by the respective and collective defendant corporate
28 employers, and the officers and management-level employees of said corporate employers. In

1 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
2 their said employees, agents, and representatives, and each of them; and upon completion of the
3 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
4 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
5 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
6 aforementioned corporate employees, agents and representatives.

7 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants, and each of them, are joint employers.

9 JURISDICTION

10 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
11 of Civil Procedure section 410.10.

12 10. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
13 sections 392, *et seq.* because, among other things, San Diego County is where the causes of action
14 complained of herein arose; the county in which the employment relationship began; the county in
15 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
16 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
17 and Defendants was actually performed; and the county in which Defendants, or some of them,
18 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class
19 Members in San Diego County, and because Defendants employ numerous Class Members in San
20 Diego County.

21 11. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
22 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
23 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
24 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
25 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
26 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
27 Penalty Period.

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1 12. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
3 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
4 allegations described herein is not required.

5 13. During the period beginning one (1) year preceding the provision of notice to the
6 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
7 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 256,
8 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.5, among others.

9 14. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
10 such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within
11 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
12 specified in Labor Code section 2699.3.

13 15. On or around July 16, 2025, Plaintiff provided written notice under Labor Code
14 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
15 of various, including the herein-described, provisions of the Labor Code, to the Labor and
16 Workforce Development Agency (“LWDA”), as well as by certified mail, with return receipt
17 requested to Defendants, and each of them.

18 16. To the extent Defendants, or either of them, previously used the notice and cure
19 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
20 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
21 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
22 conference process pursuant to section 2699.3(f).

23 17. In the event that Defendants, or either of them, is/are determined to have satisfied
24 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
25 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
26 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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1 18. In the event that Defendants, or either of them, is/are determined to have, prior to
2 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
3 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
4 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
5 2699(g)(1)-(3).

6 19. In the event that Defendants, or either of them is/are deemed to have adequately taken
7 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
8 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
9 Code section 2699(h)(1)-(3).

10 20. Plaintiff is further informed and believes that within five (5) years of any of
11 violations described above, the LWDA or a court has issued a finding or determination to the
12 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
13 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
14 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
15 was/were found to have unlawfully committed some or all of the above-related Labor Code
16 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
17 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
18 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
19 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
20 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
21 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
22 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
23 violations either prior to or after the Employer's receipt of this notice.

24 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
26 calendar days of the July 16, 2025 postmarked date of the herein-described notice sent by Plaintiff
27 to the LWDA and Defendants.

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FACTUAL BACKGROUND

22. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, and to make phone calls off the clock; and editing and/or manipulation of time entries to the detriment of Plaintiff and Class Members. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

23. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, and to make phone calls off the clock; and editing and/or manipulation of time entries to show less hours than actually worked to the detriment of Plaintiff and Class Members. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

1 24. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
3 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
4 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
5 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
6 for such unprovided meal periods as required by California wage and hour laws. In addition,
7 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

8 25. For at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
10 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
11 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
12 California wage and hour laws. In addition, Defendants would also be liable for civil penalties
13 pursuant to Labor Code sections 558 and 2699.

14 26. For at least three (3) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
16 full amount of their wages owed to them upon termination and/or resignation as required by Labor
17 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
18 minimum wages, and premium wages. In addition, Defendants would also be liable for civil
19 penalties pursuant to Labor Code sections 558 and 2699.

20 27. For at least one (1) year prior to the filing of this action and continuing to the present,
21 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
22 amount of their wages for labor performed in a timely fashion as required under Labor Code section
23 204. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections
24 558 and 2699.

25 28. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
27 costs incurred in mileage and/or gas costs incurred in driving personal vehicles for work-related
28 purposes; using cellular phones for work-related purposes; and purchasing tools necessary to

1 perform work duties. In addition, Defendants would also be liable for civil penalties pursuant to
2 Labor Code sections 558 and 2699.

3 29. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
5 situated employees or former employees within the State of California with the rights provided to
6 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
7 245, *et seq.*

8 30. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
9 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226.7, 245,
10 *et seq.*, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section
11 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
12 rest periods, failure to pay timely wages, waiting time penalties, failure to indemnify work-related
13 expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

14 31. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
15 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
16 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
17 appropriate and effective means to prevent further violations, as well as all monies owed but
18 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
19 restitution of amounts owed.

20 32. At all relevant times mentioned herein, Defendants have had a policy or practice of
21 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
22 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
23 Employees with the rates of pay and overtime rates of pay applicable to their employment;
24 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
25 name, address, and telephone number of the workers' compensation insurance carrier; information
26 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
27 under Labor Code section 2810.5. In addition, Defendants would also be liable for civil penalties
28 pursuant to Labor Code sections 558 and 2699.

33. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation Labor Code section 245, *et seq.*), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and all other Aggrieved Employees.

34. Plaintiff, in Plaintiff's representative capacity, seek civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing September 30, 2021 up until the time that notice of the class action is provided to the class (collectively referred to as “Class Members”).

36. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

37. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

38. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

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1 39. Accounting for employee turnover during the relevant periods necessarily increases
2 this number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of all Class Members. Joinder of all members of the proposed Class is not
4 practicable.

5 **B. Commonality**

6 40. There are questions of law and fact common to Class Members. These common
7 questions include, but are not limited to:

- 8 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
9 worked at a proper overtime rate of pay?
- 10 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
11 for all other time worked at the employee's regular rate of pay and a rate of pay that
12 is greater than the applicable minimum wage?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
14 Class Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
18 Class Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants fail to pay Class Members in a timely fashion as required under
26 Labor Code section 204?

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1 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
2 losses incurred in direct consequence of the discharge of their duties or by obedience
3 to the directions of Defendants as required under Labor Code section 2802?

4 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
5 section 17200, *et seq.*, by their unlawful practices as alleged herein?

6 L. Are Class Members entitled to restitution of wages under Business and Professions
7 Code section 17203?

8 M. Are Class Members entitled to costs and attorneys' fees?

9 N. Are Class Members entitled to interest?

10 **C. Typicality**

11 41. The claims of Plaintiff herein alleged are typical of those claims which could be
12 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
13 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
14 damages arising out of and caused by Defendants' common course of conduct in violation of laws
15 and regulations that have the force and effect of law and statutes as alleged herein.

16 **D. Adequacy of Representation**

17 42. Plaintiff will fairly and adequately represent and protect the interest of Class
18 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
19 hour class actions.

20 **E. Superiority of Class Action**

21 43. A class action is superior to other available means for the fair and efficient
22 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
23 questions of law and fact common to Class Members predominate over any questions affecting only
24 individual Class Members. Class Members, as further described therein, have been damaged and
25 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
26 violation of the Labor Code at times, as set out herein.

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44. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

45. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

46. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

47. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

48. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

49. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-

1 shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
2 and continue working, and to make phone calls off the clock; and editing and/or manipulation of
3 time entries to the detriment of Plaintiff and Class Members.

4 50. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
5 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
6 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
7 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
8 applicable IWC Wage Orders, and California law.

9 51. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
10 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
11 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
12 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

13 **SECOND CAUSE OF ACTION**

14 **(Failure to Pay Minimum Wages – Against All Defendants)**

15 52. Plaintiff realleges and incorporates by reference all of the allegations contained in
16 the preceding paragraphs as though fully set forth hereat.

17 53. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

19 54. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
20 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
21 Defendants' control.

22 55. For four (4) years prior to the filing of the Complaint in this Action through the
23 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
24 their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees
25 to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to
26 come early to work and leave late work without being able to clock in for all that time, to complete
27 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
28 and continue working, , and to make phone calls off the clock; and editing and/or manipulation of

1 time entries to show less hours than actually worked to the detriment of Plaintiff and Class Members.

2 56. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
4 for all hours worked or otherwise due.

5 57. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
6 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
7 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
8 damages, reasonable attorneys' fees and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **(Failure to Provide Meal Periods – Against All Defendants)**

11 58. Plaintiff realleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs as though fully set forth hereat.

13 59. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

15 60. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
16 employ an employee for a work period of more than five (5) hours without a timely meal break of
17 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
18 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
19 per day without providing the employee with a second timely meal period of not less than thirty (30)
20 minutes in which the employee is relieved of all of his or her duties.

21 61. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
22 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
23 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
24 of compensation for each workday that the meal period is not provided.

25 62. For four (4) years prior to the filing of the Complaint in this Action through the
26 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
27 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
28 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the

1 Class Member's regular rate of compensation on the occasions that Class Members were not
2 provided compliant meal periods.

3 63. By their failure to provide Plaintiff and Class Members compliant meal periods as
4 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
5 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
6 violated the provisions of Labor Code section 512 and applicable Wage Orders.

7 64. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

10 65. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Provide Rest Periods – Against All Defendants)**

16 66. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 67. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by applicable Wage Orders.

20 68. California law and applicable Wage Orders require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
26 thirty (30) minutes of paid rest period.

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69. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

70. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

71. By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

72. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

73. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

74. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

75. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

1 76. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
2 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
3 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
4 discharge immediately upon termination. Class Members who resigned were entitled to payment
5 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
6 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
7 unpaid at the time of resignation.

8 77. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
9 years before the filing of the Complaint in this Action through the present, Defendants, due to the
10 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
11 Members all wages earned prior to resignation or termination in accordance with Labor Code
12 sections 201 or 202.

13 78. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
14 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
15 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
16 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
17 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
18 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
19 or resignation.

20 79. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
21 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
22 resignation, until paid, up to a maximum of thirty (30) days.

23 80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
25 prior to termination or resignation.

26 81. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
27 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
28 waiting time penalties, interest, and their costs of suit, as well.

1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

3 82. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
4 incorporate each by reference as though fully set forth hereat.

5 83. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

7 84. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
8 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
9 during which the labor was performed, and labor performed between the 16th and the last day,
10 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
11 month.”

12 85. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
13 independent and apart from, any other penalty provided in this article, every person who fails to pay
14 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
16 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
17 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

19 86. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants employed policies
21 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
22 Labor Code section 204.

23 87. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
24 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
25 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
26 for each subsequent violation in connection with each payment that was made in violation of Labor
27 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

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1 88. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
2 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
3 interest, and their costs of suit, as well.

4 **SEVENTH CAUSE OF ACTION**

5 **(Violation of Labor Code § 2802 – Against All Defendants)**

6 89. Plaintiff realleges and incorporates by reference all of the allegations contained in
7 the preceding paragraphs as though fully set forth hereat.

8 90. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

10 91. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
11 his or her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties . . .”

13 92. For three (3) years prior to the filing of the Complaint in this Action through the
14 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
15 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
16 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
17 incurred in driving personal vehicles for work-related purposes; using cellular phones for work-
18 related purposes; and purchasing tools necessary to perform work duties.

19 93. During that time period, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and
21 Class Members for those losses and/or expenditures.

22 94. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
24 herein-described losses and/or expenditures.

25 95. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
27 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
28 costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 96. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 97. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
6 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
7 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
8 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
9 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
10 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
11 employees within the State of California with the rights provided to them under the Healthy
12 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
13 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
14 advantage over other comparable companies doing business in the State of California that comply
15 with their obligations to compensate employees in accordance with the Labor Code.

16 98. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
17 Members have suffered injury in fact and lost money or property.

18 99. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
19 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
20 Code and requiring the establishment of appropriate and effective means to prevent further
21 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
22 including interest thereon, in which they had a property interest and which Defendants nevertheless
23 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
24 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
25 by their failure to comply with the Labor Code.

26 100. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
27 Procedure section 1032 and interest under Civil Code section 3287.

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1 **NINTH CAUSE OF ACTION**

2 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

3 101. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 **Civil Penalties Under Labor Code § 210**

6 102. At all relevant times herein, Labor Code section 204, requires and required that:
7 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
8 between the 16th and 26th day of the month during which the labor was performed, and labor
9 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
10 between the 1st and 10th day of the following month.”

11 103. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

18 104. At all relevant times herein, Defendants have had a consistent policy or practice of
19 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
20 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
21 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
22 Aggrieved Employees are entitled to recover civil penalties injunctive relief and monetary civil
23 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
24 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
25 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
26 violation in connection with each payment that was made in violation of Labor Code section 204.

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1 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
2 for each pay period for which the employee was underpaid in addition to an amount sufficient to
3 recover underpaid wages;

4 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
5 employee for each pay period for which the employee was underpaid in addition to an amount
6 sufficient to recover underpaid wages;

7 (3) Wages recovered pursuant to this section shall be paid to the affected
8 employee.

9 111. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
10 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
11 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
12 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
13 regular payday designated by Employer, the name of the employer, including any “doing business
14 as” names used, the name, address and telephone number of the workers’ compensation insurance
15 carrier, information regarding paid sick leave, and other pertinent information.

16 112. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
18 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
19 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
20 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

21 Violation of Labor Code § 1174.5

22 113. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
23 every person employing labor in California to “[a]llow any member of the commission or the
24 employees of the Division of Labor Standards Enforcement free access to the place of business or
25 employment of the person to secure any information or make any investigation that they are
26 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
27 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
28 or papers of the person.”

1 114. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
2 every person employing labor in California to “[k]eep a record showing the names and addresses of
3 all employees employed and the ages of all minors.”

4 115. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
5 every person employing labor in California to “[k]eep, at a central location in the state or at the
6 plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
8 piece rate paid to, employees employed at the respective plants or establishments. These records
9 shall be kept in accordance with rules established for this purpose by the commission, but in any
10 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
11 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
12 earned.”

13 116. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
14 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
15 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
16 member of the commission or employees of the division to inspect records pursuant to subdivision
17 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

18 117. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
19 willfully failed keep adequate or accurate time records including wage statements and similar
20 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
21 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
22 under Labor Code section 1174.

23 118. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
25 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
26 hundred dollars (\$500) per violation per Aggrieved Employee.

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1 subsequent violation.

2 Civil Penalties Under Labor Code § 2699

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

9 123. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
10 each of them, violated the Labor Code sections described in the preceding paragraphs.

11 124. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
12 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
13 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
14 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

15 125. Moreover, Plaintiff and other Aggrieved Employees within the State of California
16 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
17 connection with their herein-described claims for civil penalties.

18 **DEMAND FOR JURY TRIAL**

19 126. Plaintiff demands a trial by jury on all causes of action contained herein.

20 **PRAYER**

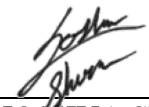
21 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
22 against Defendants as follows:

- 23 A. An order certifying this case as a Class Action;
- 24 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
25 counsel as class counsel;
- 26 C. Damages for all wages earned and owed, including minimum and overtime wages,
27 under Labor Code sections 510, 1194, 1197 and 1199;
- 28 D. Liquidated damages pursuant to Labor Code section 1194.2;

- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512, and 226.7;
3 F. Waiting time penalties under Labor Code section 203;
4 G. Penalties to timely pay wages under Labor Code section 210;
5 H. Damages under Labor Code sections 2802;
6 I. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
7 1174.5, 1197.1, and 2699;
8 J. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 1174.5, 1197.1, and 2699;
10 K. Preliminary and permanent injunctions prohibiting Defendants from further
11 violating the California Labor Code and requiring the establishment of appropriate
12 and effective means to prevent future violations;
13 L. Restitution of wages and benefits due which were acquired by means of any unfair
14 business practice, according to proof;
15 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
16 N. For attorneys' fees in prosecuting this action;
17 O. For costs of suit incurred herein; and
18 P. For such other and further relief as the Court deems just and proper.

19
20 Dated: September 30, 2025

SHIRIAN LAW, P.C.

21
22 BY: 

23 JOSHUA SHIRIAN

AARON YOUSEFZADEH

24 Attorneys for Plaintiff SCOTT AARON LAWSON on
25 behalf of himself and all others similarly situated and
26 aggrieved
27
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