

1 Tyler D. Kring, Bar No. 325588
tkring@kringandchung.com
2 Jeffrey T. Green, Bar No. 330065
jgreen@kringandchung.com
3 KRING & CHUNG, LLP
38 Corporate Park
4 Irvine, CA 92606-5105
Telephone: (949) 261-7700
5 Facsimile: (949) 261-8800

6 Attorneys for Plaintiff
NOEL LATORRE
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN MATEO, HALL OF JUSTICE**
10

11 NOEL LATORRE, individually, and on behalf) Case No. 23-CIV-05561
of all aggrieved employees,)
12) **COMPLAINT FOR DAMAGES FOR:**
Plaintiff,) **1. FAILURE TO PAY MINIMUM**
13) **WAGE;**
v.) **2. FAILURE TO PAY OVERTIME**
14) **WAGES;**
PATRIOT GROUP GLOBAL, INC., a New) **3. FAILURE TO PROVIDE MEAL AND**
15 Hampshire corporation, and DOES 1-25,) **REST PERIODS;**
inclusive,) **4. FAILURE TO PROVIDE ACCURATE**
16) **ITEMIZED WAGE STATEMENTS;**
Defendants.) **5. FAILURE TO PAY ALL WAGES DUE**
17) **AND PAYABLE AT SEPARATION OF**
18) **EMPLOYMENT;**
19) **6. UNFAIR BUSINESS PRACTICES; and**
20) **7. VIOLATIONS OF THE PRIVATE**
21) **ATTORNEYS GENERAL ACT OF 2004.**
22) **DEMAND FOR JURY TRIAL**
23)
24)
25)
26)
27)
28)

22 COMES NOW Plaintiff NOEL LATORRE ("Plaintiff"), individually and on behalf of all
23 aggrieved employees, asserts claims against Defendants PATRIOT GROUP GLOBAL, INC., a
24 New Hampshire corporation; and DOES 1 through 25 inclusive, and hereby alleges as follows:

25 **JURISDICTION AND VENUE**

26 1. The California Superior Court has jurisdiction over this action pursuant to California
27 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all
28 causes except those given by statute to other trial courts." The Statutes under which this action is

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 11/21/2023
By /s/ Anthony Berini
Deputy Clerk



brought do not specify any other basis for jurisdiction.

2. Venue and jurisdiction are proper because Defendants were doing business in San Mateo County; Plaintiff's place of residence during his employment with Defendants was in San Mateo County; Plaintiff worked for Defendants in San Mateo County; and the damages sought exceed the jurisdictional minimum of this Court.

THE PARTIES

3. Plaintiff NOEL LATORRE (“Plaintiff”) was at all relevant times herein, an individual residing in San Mateo County, California and was employed by Defendants PATRIOT GROUP GLOBAL, INC., and DOES 1 through 25 inclusive.

4. Plaintiff is informed, believes, and thereon alleges that Defendant PATRIOT GROUP GLOBAL, INC., (“PGG”) is, and at all times mentioned herein was, a New Hampshire corporation registered to do business and actively doing business in the State of California, with its principal place of business in San Francisco, San Francisco County, California and doing business in San Mateo County, California. At all times hereinafter mentioned, Defendant PGG was an employer whose employees were engaged in these counties and the State of California.

5. The true names and capacities, whether individual, corporate, partnership, associate, or otherwise, of Defendants sued herein as DOES 1 through 25, inclusive, are currently unknown to Plaintiff, who therefore sues said Defendants by fictitious names. Plaintiff is informed, believes, and thereon alleges that each of the Defendants designed herein as DOE is legally responsible in some manner for the events and happenings referred to herein, and caused injury and damage proximately thereby to Plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities of the Defendants designated herein as DOES when the same have been ascertained. Whenever in this Complaint reference is made to “Defendants,” such allegation shall be deemed to mean the acts of Defendants acting individually, jointly, or severally.

6. Plaintiff is informed, believes, and thereon alleges that Defendants were his “Employer” as that term is defined in the applicable Wage Order of the Industrial Welfare Commission (“IWC”). Plaintiff is informed and believes and thereon alleges that, at all relevant



1 times mentioned herein, Defendants were Plaintiff's employer.

2 **JOINT LIABILITY**

3 7. Except as hereinafter specially described, Defendants, and each of them, are and
4 were the agents and/or employees of the other Defendants, and in acting as described herein were
5 acting within the scope of their authority or employment as agents and/or employees thereof, and
6 with the permission and consent of the other Defendants.

7 8. As to each of the Defendants, Plaintiff is informed, believes, and thereon alleges
8 that, at all relevant times mentioned herein, each Defendant was the principal, agent, employer,
9 employee, partner, joint venture, officer, director, controlling shareholder, alter ego, subsidiary,
10 affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the
11 other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
12 for profit, and bore such other relationships to some or all of the other Defendants, so as to be liable
13 for the conduct of them.

14 9. Plaintiff is further informed, believes, and thereon alleges that each Defendant acted
15 pursuant to and within the scope of the relationships alleged above; that each Defendant knew or
16 should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
17 conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and
18 agreement to do the things alleged herein.

19 **GENERAL BACKGROUND FACTS**

20 10. Plaintiff began his employment with Defendants on or about November 17, 2017 as
21 a security guard. Plaintiff was employed by Defendants for approximately five (5) years. At the
22 time of Plaintiff's separation from Defendants, he was earning an hourly rate of \$42.50.

23 11. At all times throughout Plaintiff's employment with Defendants, Plaintiff was paid
24 on an hourly basis and was classified as a non-exempt employee.

25 12. As a security guard, Plaintiff was never permitted or given the opportunity to take
26 uninterrupted and off-duty meal and/or rest periods. Defendants' management and Human
27 Resources Department ("HR") were fully aware that Defendants' non-exempt employees were
28 prohibited from taking compliant meal and rest periods, as Defendants' meal period policy appears



1 to suggest.

2 13. Moreover, Defendants required that its security guards, including Plaintiff, keep a
3 cell phone provided by Defendants on their person at all times during their shift, including during
4 any such meal and rest periods. As a result, Plaintiff and many, if not all, security guards were on-
5 call if they were ever able to attempt to take meal and/or rest periods and were expected to answer
6 calls and WhatsApp messages from dispatch, supervisors, etc. during any such meal and/or rest
7 periods. As such, Plaintiff quite literally was never provided with a compliant meal and/or rest
8 periods throughout his employment with Defendants.

9 14. As Defendants' own records for Plaintiff indicate, at no point throughout Plaintiff's
10 employment with Defendants did Defendants provide Plaintiff with a meal and/or rest premium of
11 one (1) hours' worth of pay at Plaintiff's regular rate of pay in lieu of Defendants' non-compliant
12 meal and rest periods for Plaintiff.

13 15. Plaintiff is informed and believes that Defendants failed to provide and continue to
14 fail to provide compliant meal and rest periods, or premiums in lieu thereof, to two hundred (200)
15 other non-exempt employees.

16 16. As a result of the above, Defendants failed to pay all wages including minimum and
17 overtime wages, failed to maintain accurate records, and failed to provide accurate itemized wage
18 statements for Plaintiff and aggrieved employees showing proper gross and/or net wages earned,
19 total hours worked, and/or all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each respective hourly rate, among other things.

21 17. Additionally, and also as Defendants' own records indicate, at no point throughout
22 Plaintiff's employment did Defendants provide accurate notice, on Plaintiff's wage statements or
23 on a separate writing, of how many 2022 COVID-19 Supplemental Paid Sick Leave ("SPSL")
24 hours Plaintiff had used, including situations in which Plaintiff may have used zero (0) hours.
25 Plaintiff is informed and believes that Defendants failed, and continue to fail, to provide accurate
26 notice of SPSL hours to any such covered employee of how many SPSL hours were used by each
27 employee respectively, including those employees who had used zero (0) hours. Moreover,
28 Plaintiff is informed and believes that Defendants failed to post and keep updated notices in the



workplace regarding SPSL.

18. Upon information and belief, all current and/or former non-exempt security guard employees of Defendants are considered aggrieved employees and were subject to similar, if not the same, violations as Plaintiff. Upon information and belief, all current and/or former covered employees under SPSL of Defendants are considered aggrieved employees and were subject to SPSL violations similar to Plaintiff. Those employees still employed by Defendants have continuing violations resulting in continuing damages.

19. Plaintiff filed a Private Attorneys General Act of 2004 (“PAGA”) Notice with the Labor and Workforce Development Agency (“LWDA”) on January 16, 2023. Therefore, Plaintiff has waited the mandatory sixty-five (65) days since filing his PAGA Notice.

20. Plaintiff and Defendants, by and through their respective counsel of record, have entered into a Tolling Agreement agreeing to toll the statute of limitations for Plaintiff’s claims asserted herein against Defendants for the period of March 16, 2023 through November 1, 2023 (“Tolling Period”). Applicable statutes of limitation shall not run during the Tolling Period until after November 1, 2023. Therefore, the Tolling Period has run as of the date of the filing of this Complaint.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE

(Violation of Labor Code § 1194)

(Against All Defendants)

21. Plaintiff realleges and incorporates each preceding paragraph as though fully set forth herein.

22. At all times mentioned herein, Defendants employed Plaintiff.

23. At all times mentioned herein, Plaintiff’s employment by Defendants was subject to the provisions of the California Labor Code (hereinafter “Labor Code”) and the applicable IWC Wage Order.

24. Section 1194 of the Labor Code states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to



1 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,
2 including interest thereon, reasonable attorney's fees and costs of suit.

3 25. As discussed above, as a result of Defendants' routine failure to provide Plaintiff
4 with uninterrupted and duty-free meal and rest periods, Plaintiff was routinely forced to work off
5 the clock. As a result, Defendants failed to compensate Plaintiff for all hours worked and rightfully
6 owed.

7 26. As such, Plaintiff requests an award of all unpaid minimum wages, liquidated
8 damages, and an award of interest on all unpaid wages at the legal rate specified by Civil Code
9 section 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code
10 section 218.6.

11 27. Pursuant to Labor Code section 1194(a), Plaintiff requests an award of interest,
12 reasonable attorneys' fees, and costs incurred in this action.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(Violation of Labor Code §§ 510 and 1198)**

16 **(Against All Defendants)**

17 28. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
18 set forth herein.

19 29. At all times mentioned herein, Defendants employed Plaintiff.

20 30. At all times mentioned herein, Plaintiffs employment by Defendants was subject to
21 the provisions of the Labor Code and the applicable IWC Wage Order.

22 31. Labor Code section 510(a) and the applicable IWC Wage Order regulating payment
23 of wages in the state of California, provides that eight (8) hours of labor constitutes a day's work
24 and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40)
25 hours in any one (1) workweek shall be compensated at the rate of no less than one and one-half
26 (1.5) times the regular rate of pay for each employee, and any work in excess of twelve (12) hours
27 in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for
28 each employee ["double-time"], and at no less than one and one-half (1.5) for the first eight (8)



1 hours on the seventh (7th) consecutive day of work in a workweek.

2 32. Labor Code section 1194 states that any employee receiving less than the legal
3 minimum wage or the legal overtime compensation applicable to the employee is entitled to
4 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,
5 including interest thereon, reasonable attorney's fees and costs of suit.

6 33. While employed by Defendants, Plaintiff worked more than eight (8) hours per day
7 and over forty (40) hours per week.

8 34. On many occasions, Defendants failed to pay Plaintiff overtime or double-time
9 wages for the hours he worked in excess of eight (8) and twelve (12) hours in a day and in excess
10 of forty (40) hours in a week.

11 35. As discussed above, as a result of Defendants' routine failure to provide Plaintiff
12 with uninterrupted and duty-free meal and rest periods, Plaintiff was routinely forced to work off
13 the clock through meal and rest periods.

14 36. As a result, Defendants failed to compensate Plaintiff for all hours worked and
15 rightfully owed.

16 37. As such, Plaintiff requests an award of all unpaid minimum wages, liquidated
17 damages, and an award of interest on all unpaid wages at the legal rate specified by Civil Code
18 section 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code
19 section 218.6.

20 38. Pursuant to Labor Code section 1194(a), Plaintiff requests an award of interest,
21 reasonable attorneys' fees, and costs incurred in this action.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

24 **(Violation of Labor Code §§ 226.7 and 512)**

25 **(Against All Defendants)**

26 39. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
27 set forth herein.

28 40. At all times mentioned herein, Defendants employed Plaintiff.



1 41. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
2 the provisions of the Labor Code and the applicable IWC Wage Order.

3 42. Labor Code section 512 and the applicable IWC Wage Order states that an employer
4 may not employ an employee for a work period of more than five (5) hours per day without
5 providing the employee a meal period of not less than thirty (30) minutes, and an employer may not
6 employ an employee for a work period of more than ten (10) hours per day without providing the
7 employee with a second meal period of not less than thirty (30) minutes. The applicable IWC
8 Wage Order further states that unless the employee is relieved of all duty during a thirty (30)
9 minute meal period, the meal period shall be considered an "on duty" meal period and counted as
10 time worked. Labor Code section 226.7(a) states that no employer shall require any employee to
11 work during any meal or rest period mandated by an applicable order of the IWC.

12 43. Throughout Plaintiff's employment with Defendants, Defendants failed to provide
13 Plaintiff with uninterrupted and duty-free meal and rest periods. Defendants own HR department,
14 supervisorial and managerial employees were well-aware of Defendants' lack of compliant meal
15 and rest periods and prohibited and restricted Plaintiff from taking meal and rest periods.

16 44. Despite failing to provide uninterrupted and duty-free meal periods and rest periods,
17 Plaintiff was never provided with one (1) hours' worth of his wages in lieu of Defendants' meal
18 and rest period violations, as Defendants' own records for Plaintiff indicate.

19 45. Defendants' actions were fraudulent and deceitful, and were intentional acts
20 designed to maximize their profits in complete disregard for Plaintiff's right to take meal and rest
21 periods.

22 46. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an
23 employer fails to provide an employee a meal period in accordance with the applicable provisions
24 of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's
25 regular rate of compensation for each workday that the meal period is not provided. As such,
26 Plaintiff is entitled to an additional one (1) hour of pay for each missed meal period per day for
27 each workday in which Plaintiff was not provided a proper meal period under the above-described
28 authorities.



1 47. The applicable IWC Wage Order states that every employer shall authorize and
2 permit all employees to take rest periods. The authorized rest period time shall be based on the
3 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As
4 such, Plaintiff is entitled to an additional one (1) hour of pay for each day in which Plaintiff was
5 not provided a proper rest period under the above-described authorities.

6 **FOURTH CAUSE OF ACTION**

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

8 **(Violation of Labor Code § 226)**

9 **(Against All Defendants)**

10 48. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
11 set forth herein.

12 49. At all times mentioned herein, Defendants employed Plaintiff.

13 50. At all times mentioned herein, the employment of Plaintiff by Defendants was
14 subject to the provisions of the Labor Code and IWC Wage Order.

15 51. Labor Code section 226 states that every employer shall, semimonthly or at the time
16 of each payment of wages, furnish each of its employees – either as a detachable part of the check,
17 draft, or voucher paying the employee’s wages, or separately when wages are paid by personal
18 check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total
19 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
20 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
21 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
22 earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the
23 employee and his or her social security number, (8) the name and address of the legal entitle that is
24 the employer, and (9) all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
26 provides that the deductions made from payments of wages shall be recorded in ink or other
27 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
28 record of the deductions shall be kept on file by the employer for at least three years at the place of



1 employment or at a central location within the State of California.

2 52. During Plaintiff's employment with Defendants, Defendants failed to provide
3 Plaintiff with a proper itemized wage statement in compliance with Labor Code section 226.

4 53. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a
5 knowing and intentional failure by an employer to comply with the itemized wage statement
6 requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50.00) for the
7 initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for
8 each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand
9 dollars (\$4,000.00), and is entitled to an award of costs and reasonable attorneys' fees.

10 54. Plaintiff requests that this Court issue an order of monetary damages and attorneys'
11 fees and costs in favor of Plaintiff and against Defendants, in accordance with the provisions of
12 Labor Code section 226(e).

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES DUE AND PAYABLE**

15 **AT SEPARATION OF EMPLOYMENT**

16 **(Violation of Labor Code §§ 201 and 203)**

17 **(Against All Defendants)**

18 55. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
19 set forth herein.

20 56. At all times mentioned here, Defendants employed Plaintiff.

21 57. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
22 the provisions of the Labor Code and the applicable IWC Wage Order.

23 58. Labor Code section 201 states that an employer is required to provide an employee
24 who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states
25 that if an employer willfully fails to pay a discharged employee wages according to Labor Code
26 section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

27 59. As of the date of this Complaint, more than thirty (30) days have elapsed since the
28 termination of Plaintiff's employment with Defendants and Defendants still have not paid all of



1 Plaintiff's wages that were then due and owing at the time of his termination.

2 60. Defendants failed to pay the earned wages due and owing to Plaintiff upon his
3 separation of employment. Defendants still have not paid Plaintiff all earned wages, thereby
4 violating Labor Code section 201 and 203 and requiring Defendants to pay Plaintiff the maximum
5 statutory thirty (30) day waiting time penalty.

6 61. Pursuant to Labor Code section 203, Plaintiff is entitled to recover a penalty
7 equivalent to his daily rate of pay multiplied by thirty (30) days.

8 **SIXTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES**

10 **(Violation of Business and Professions Code §§ 17200, *et seq.*)**

11 **(Against All Defendants)**

12 62. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
13 set forth herein.

14 63. At all times mentioned herein, Defendants employed Plaintiff.

15 64. Defendants, and each of them, are "persons" as defined under Business &
16 Professions Code section 17021.

17 65. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful, and harmful to Plaintiff, other aggrieved employees, and to the general public. Plaintiff
19 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
20 Procedure section 1021.5.

21 66. Defendants' activities, as alleged herein, are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business & Professions
23 Code section 17200, *et seq.*

24 67. A violation of California Business & Professions Code section 17200, *et seq.*, may
25 be predicated on the violation of any state or federal law. All of the acts described herein as
26 violations of, among other things, the Labor Code and IWC Wage Orders, are unlawful and in
27 violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent, and
28 unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in



1 violation of the California Business & Professions Code section 17200, *et seq.*

2 **Failure to Pay Minimum Wage**

3 68. Defendants' failure to pay the legally required minimum wage in accordance with
4 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, as alleged above, constitutes unlawful
5 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

6 **Failure to Pay Overtime Wages**

7 69. Defendants' failure to pay legally required overtime wages in accordance with
8 Labor Code sections 510, 1194, and 1198, as alleged above, constitutes unlawful and/or unfair
9 activity prohibited by Business and Professions Code section 17200, *et seq.*

10 **Failure to Provide Meal and Rest Periods**

11 70. Defendants' failure to provide legally required meal periods and rest periods in
12 accordance with Labor Code sections 226.7 and 512, as alleged above, constitutes unlawful and/or
13 unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

14 **Failure to Provide Accurate Itemized Wage Statements**

15 71. Defendants' failure to provide legally required accurate itemized wage statements in
16 accordance with Labor Code section 226, as alleged above, constitutes unlawful and/or unfair
17 activity prohibited by Business and Professions Code section 17200, *et seq.*

18 **Failure to Pay All Wages Due and Payable Upon Separation of Employment**

19 72. Defendants' failure to timely pay legal required wages upon separation of
20 employment in accordance with Labor Code section 201, as alleged above, constitutes unlawful
21 and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

22 73. By and through their unfair, unlawful, and/or fraudulent business practices described
23 herein, Defendants have obtained valuable property, money, and services from Plaintiff and have
24 deprived Plaintiff of his rights and benefits guaranteed by law, all to his detriment.

25 74. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
26 conduct.

27 75. Plaintiff is entitled to, and seeks, such relief as may be necessary to disgorge the
28 profits which Defendants have acquired, or of which Plaintiff has been deprived, by means of the



1 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff is not obligated to
2 establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

3 76. Plaintiff is further entitled to, and seeks, a declaration that the above-described
4 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
5 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
6 business practices in the future.

7 77. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
8 which he has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business
9 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above,
10 Plaintiff has suffered and will continue to suffer irreparable harm unless Defendants, and each of
11 them, are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business
12 practices.

13 78. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff
14 is entitled to restitution of the wages withheld and retained by Defendants during a period that
15 commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring
16 Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to
17 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of
18 costs.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

21 **(Violation of Labor Code §§ 2698, *et seq.*)**

22 **(Against All Defendants)**

23 79. Plaintiff hereby reallege and incorporate each of the preceding paragraphs as though
24 fully set forth herein.

25 80. At all times mentioned herein, Defendants employed Plaintiff.

26 81. Plaintiff is an aggrieved employee as defined in Labor Code section 2699(c). Other
27 current and/or former employees have been aggrieved based upon Defendants' egregious violations
28 of the Labor Code and Business & Professions Code. As a result, Plaintiff brings this cause of



1 action on behalf of both himself and other current and former employees of Defendants for the
2 violations alleged in this Complaint.

3 82. Defendants have failed to pay minimum wages in violation of Labor Code section
4 1194; failed to pay overtime wages in violation of Labor Code sections 510, 1194, and 1198; failed
5 to provide meal and rest periods in violation of Labor Code sections 226.7 and 512; failed to
6 maintain accurate records and record meal periods in violation of Labor Code sections 1174,
7 1174.5, 1175, and 226(a); failed to provide accurate and itemized wage statements in violation of
8 Labor Code section 226; failed to pay all wages due and payable upon termination in violation of
9 Labor Code section 203; failed to provide COVID-19 Supplemental Paid Sick Leave and notice
10 thereof in violation of Labor Code sections 247 and 248.2; failed to keep requisite notices in the
11 workplace in violation of Labor Code sections 3550, 1102.8, 6404.5(c)(1), 1183(d), 207, and 6328;
12 and engaged in unfair business practices in violation of Business & Professions Code section
13 17200, *et seq.*

14 83. Pursuant to Labor Code section 2699, *et seq.*, Plaintiff and other aggrieved
15 employees seek to recover civil penalties under Labor Code sections 2699(f) and 558 for which
16 Defendants are liable as a result of their violations of the aforementioned Labor Code and Business
17 and Professions Code sections in an amount to be proven at trial.

18 84. Plaintiff has exhausted all obligations under Labor Code section 2699.3(a). On
19 January 16, 2023, Plaintiff gave written notice by online submission to the LWDA and by certified
20 mail to Defendants agent for service of process as prescribed by the Labor Code of the specific
21 provisions of this code alleged to have been violated and included the facts and theories to support
22 the alleged violations. Sixty-five (65) calendar days have passed since the postmark date of the
23 notices. As such, pursuant to section 2699.3(a)(2)(A), Plaintiff may now commence a
24 representative civil action as a proxy of the State of California.

25 85. As a proximate result of the action and conduct described in the paragraphs above,
26 which constitute violations of certain Labor Code and Business & Professions Code sections,
27 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
28 the time of trial and seeks civil penalties and attorneys' fees pursuant to Labor Code section



2699(f) and (g) against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays, individually and on behalf of aggrieved employees, judgment against Defendants, and each of them, as follows:

1. For economic damages according to proof;
2. For non-economic damages according to proof;
3. For an award of exemplary and punitive damages according to proof;
4. For penalties and premiums available under applicable law;
5. For civil penalties pursuant to PAGA;
6. For liquidated damages;
7. For declaratory and injunctive relief;
8. For an award of reasonable attorney's fees and costs;
9. For pre-judgment and post-judgment interest as provided by law; and
10. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: November 21, 2023

KRING & CHUNG, LLP

By: _____

Tyler D. Krung
Attorneys for Plaintiff
NOEL LATORRE

