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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

REYNALDO DOMINGUEZ BLANCAS, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

CONAM MANAGEMENT CORPORATION,
a California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.:37-2023-00008393-CU-OE-CTL

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL SICK PAY
WAGES (LABOR CODE § 246);**
- (2) FAILURE TO PAY ALL
VACATION WAGES;**
- (3) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226a);**
- (4) LATE PAYMENT OF WAGES
(LABOR CODE § 204);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*; and**
- (7) PAGA PENALTIES**

DEMAND FOR JURY TRIAL

1 Plaintiff Reynaldo Dominguez Blancas (“Plaintiff”) on behalf of himself, and all others
2 similarly situated, complains, and alleges against Defendant Conam Management Corporation
3 (“Defendant”) and DOES 1 to 50 (collectively “Defendants”) as follows:

4 **INTRODUCTION**

5 1. Defendant Conam Management Corporation is a full-service real estate management
6 and investment firm specializing in multifamily housing.

7 2. Plaintiff brings this class and PAGA representative action against Defendants for
8 alleged violations of the California Labor Code, and all applicable Industrial Welfare Commission
9 Wage Orders (“Wage Orders”), and California Business and Professions Code § 17200 *et. seq.*

10 3. As set forth below, Plaintiff alleges that Defendants failed to pay all sick pay
11 wages and vacation pay at the appropriate “regular rate of pay.” As a result of the foregoing
12 violations, Plaintiff alleges that Defendants failed to provide him and similarly situated employees
13 with accurate written itemized wage statements, failed to pay timely wages during employment, and
14 failed to timely pay all of their final wages following separation of employment.

15 **JURISDICTION AND VENUE**

16 4. Plaintiff, on behalf of himself and all other similarly situated non-exempt employees
17 hereby brings this class and PAGA representative action for recovery of unpaid wages and penalties
18 under California Labor Code §§ 201-203, 204, 226(a), 227.3, 246 *et seq.*, 2698 *et seq.*, amongst
19 others, and all applicable wage orders, in addition to seeking declaratory relief and restitution
20 pursuant to California Business and Professions Code § 17200, *et. seq.* This class action is brought
21 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
22 violations of the California Labor Code and all applicable Wage Orders because the amount in
23 controversy exceeds this Court’s jurisdictional minimum.

24 5. Venue is proper in this judicial district pursuant to California Code of Civil
25 Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in
26 the County of San Diego. Defendants own, maintain offices, transact business, employ Plaintiff, and
27 have an agent or agents within the County of San Diego, and/or otherwise are found within the
28 County of San Diego, and Defendants are within the jurisdiction of this Court for purposes of service

1 of process.

2 **PARTIES**

3 6. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is
4 a California resident. Defendants employed Plaintiff as a non-exempt employee.

5 7. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of
6 herein, lost money and/or property, and has been deprived of the rights guaranteed to him by
7 California Labor Code §§ 201-203, 204, 226a, 227.3, 246 *et seq.*, 2698 *et seq.*, amongst others, and
8 California Business and Professions Code § 17200 *et seq.* (Unfair Competition), and applicable
9 Wage Order(s).

10 8. Plaintiff is informed and believes, and based thereon alleges, that during the four
11 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
12 continue to do) business in the State of California, County of San Diego as Defendants are
13 headquartered in San Diego.

14 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
15 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
16 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
17 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
18 and believes, and thereon alleges, that each of said fictitious Defendants, whether individual,
19 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
20 and proximately caused Plaintiff and the Classes to be subject to the unlawful employment
21 practices, wrongs, injuries and damages complained of herein.

22 10. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
23 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
24 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
25 alleged to have been done by the named Defendants ; and furthermore, the Defendants , and each of
26 them, were the agents, servants, and employees of each and every one of the other Defendants , as
27 well as the agents of all Defendants , and at all times herein mentioned were acting within the
28 course and scope of said agency and employment. Defendants, and each of them, approved of,

1 condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
2 herein.

3 11. At all times mentioned herein, Defendants, and each of them, were members of and
4 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
5 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
6 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
7 members of the Classes.

8 **COMMON FACTUAL ALLEGATIONS**

9 12. Based in San Diego, California, Defendants are a full-service real estate management
10 and investment firm specializing in multifamily housing. Defendants oversee a nationwide portfolio
11 of approximately 53,000+ fee-managed and company-owned apartments.

12 13. Plaintiff started working for Defendants on or about May 2014 as a non-exempt
13 employee with the title of “Maintenance Technician” until on or about October 31, 2022.

14 14. Plaintiff and other aggrieved employees (including, but not limited to maintenance
15 technicians, property managers, leasing professionals, and all other non-exempt positions) were
16 responsible for all aspects of Defendants’ business in the state of California. However, in these
17 roles Plaintiff and other aggrieved employees were often not afforded all protections and rights
18 conferred under the California Labor Code and applicable Wage Orders.

19 15. First, at all relevant times, Defendants also failed in its obligation to provide Plaintiff
20 and other aggrieved employees the legally required paid sick days at the “regular rate of pay”
21 pursuant to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1,
22 2015, works in California for the same employer for 30 or more days within a year from the
23 commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour
24 per every 30 hours worked, beginning at the commencement of employment.” Labor Code §
25 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same
26 manner as the regular rate of pay for the workweek in which the employee uses paid sick time,
27 whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code
28 § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total

1 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
2 periods of the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to
3 "provide an employee with written notice that sets forth the amount of paid sick leave available, or
4 paid time off leave an employer provides in lieu of sick leave, for use on either the employee's
5 itemized wage statement described in Section 226 or in a separate writing provided on the
6 designated pay date with the employee's payment of wages."

7 16. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
8 other aggrieved employees the legally required paid sick days at the "regular rate of pay," including
9 all forms of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendants paid sick
10 time below his base rate of pay, rather than the "regular rate of pay" as required by Labor Code §§
11 246(l)(1-2).

12 17. Moreover, Labor Code section 227.3 provides that whenever a contract of
13 employment or employer policy provides for paid vacations, and an employee is separated without
14 having used his or her vested vacation time, all vested vacation shall be paid as wages at their final
15 rate in accordance with such contract of employment or employer policy respecting eligibility or
16 time.

17 18. Moreover, at all relevant times, the Defendants utilized a policy and practice through
18 which Plaintiff and other aggrieved employees accrued vacation time and/or Paid Time Off
19 ("PTO") hours. However, on the occasions when Plaintiff and other aggrieved employees had
20 accrued but unused vacation hours or other PTO upon separation of employment, Defendants failed
21 to pay for these earned wages and, further, failed to pay for vested and unused vacation time and
22 PTO at the "final rate of pay" as required by Labor Code § 227.3.

23 19. At all relevant times, Defendants maintained such a paid vacation policy, yet
24 Defendants repeatedly failed to pay all vested and unused vacation time to Plaintiff and the non-
25 exempt employees at their respective final rates of pay at their time of separation.

26 20. As a result of the above Labor Code violations, at all relevant times, Defendants also
27 failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the
28 payment of wages to Plaintiff and other aggrieved employees.

21. As a result of Defendants' failure to pay Plaintiff and other aggrieved employees for all sick pay, vested vacation hours and PTO at the "regular rate of pay," Defendants issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

22. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

23. Finally, as a result of Defendants' failure to pay all sick pay, vacation hours, PTO at the "regular rate of pay," Defendants also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203.

CLASS ACTION ALLEGATIONS

24. Class Definition: Plaintiff brings this action on behalf of himself and the following
Classes pursuant to § 382 of the Code of Civil Procedure:

- (1) All non-exempt employees who worked for Defendants in California, and who were paid any sick pay wages during the four years immediately preceding the filing of the Complaint through the date of trial. (“Class”);
- (2) All non-exempt employees who worked for Defendants in California, during the one year immediately preceding the filing of the Complaint though the date of trial (Wage Statement Subclass”) and
- (2) All non-exempt employees who worked for Defendants in California, and who have left Defendants’ employ during one year immediately preceding the filing of the Complaint through the date of trial. (“Waiting Time Penalty Class”) (Collectively “Classes”).

25. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than one

1 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection
2 of Defendants' employment records.

3 26. 23. **Common Questions of Law and Fact Predominate/Well Defined**
4 **Community of Interest:** There are common questions of law and fact as to Plaintiff and all other
5 similarly situated employees, which predominate over questions affecting only individual members
6 including, without limitation to:

7 1. Whether Defendants' payment policies/practices resulted in a failure to pay
8 members of the Classes all sick pay wages earned;

9 2. Whether Defendants furnished legally compliant wage statements to members of
10 the Classes pursuant to Labor Code § 226;

11 3. Whether Defendants timely paid all such sick pay and vacation wages in a timely
12 matter in compliance with Labor Code § 204; and

13 4. Whether the timing and amount of payment of final wages to members of the
14 Waiting Time Penalty Class at the time of separation from employment were unlawful.

15 27. **Predominance of Common Questions:** Common questions of law and fact
16 predominate over questions that affect only individual members of the Classes. The common
17 questions of law set forth above are numerous and substantial and stem from Defendants' policies
18 and/or practices applicable to each individual class member, such as Defendants' uniform practice
19 of failing to sick pay at the "regular rate of pay." As such, the common questions predominate over
20 individual questions concerning each individual class member's showing as to his or her eligibility
21 for recovery or as to the amount of his or her damages.

22 28. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
23 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
24 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged
25 herein, Plaintiff, like the members of the Classes was deprived of all sick pay wages as a result of
26 Defendants' unlawful pay policy/practices, and as a result was not provided accurate itemized wage
27 statements and was not paid all wages in a timely manner and was not paid all wages owed at the
28 time of her separation of employment.

1 29. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
2 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
3 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
4 and Plaintiff. Plaintiff's attorneys have prosecuted several wage-and-hour class actions in state and
5 federal court in the past and are committed to vigorously prosecuting this action on behalf of the
6 members of the Classes.

7 30. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
8 public interest in establishing minimum working conditions and standards in California. These laws
9 and labor standards protect the average working employee from exploitation by employers who
10 have the responsibility to follow the laws and who may seek to take advantage of superior
11 economic and bargaining power in setting onerous terms and conditions of employment. The nature
12 of this action and the format of laws available to Plaintiff and members of the Classes make the
13 class action format a particularly efficient and appropriate procedure to redress the violations
14 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
15 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm
16 the limited resources of each individual plaintiff with their vastly superior financial and legal
17 resources. Moreover, requiring each member of the Classes to pursue an individual remedy would
18 also discourage the assertion of lawful claims by employees who would be disinclined to file an
19 action against their former and/or current employer for real and justifiable fear of retaliation and
20 permanent damages to their careers at subsequent employment. Further, the prosecution of separate
21 actions by the individual class members, even if possible, would create a substantial risk of
22 inconsistent or varying verdicts or adjudications with respect to the individual class members
23 against Defendants herein; and which would establish potentially incompatible standards of
24 conduct for Defendants ; and/or legal determinations with respect to individual class members
25 which would, as a practical matter, be dispositive of the interest of the other class members not
26 parties to adjudications or which would substantially impair or impede the ability of the class
27 members to protect their interests. Further, the claims of the individual members of the Classes are
28 not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant

1 costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are
2 maintainable as Classes under § 382 of the Code of Civil Procedure.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY ALL SICK TIME**

5 **(AGAINST ALL DEFENDANTS)**

6 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 32. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
8 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid
9 at the regular rate, including all forms of compensation/remuneration.

10 33. At all times relevant herein, Defendants were required to properly pay Plaintiff and
11 members of the Classes for all accrued sick leave taken, pursuant to California Labor Code § 246.

12 34. Defendants failed to conform their pay practices to the requirements of the law. This
13 unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy/practice of
14 failing to include all forms of compensation, including but not limited to shift differentials, non-
15 discretionary bonuses, and other forms of remuneration into the calculation of the "regular rate of
16 pay," which resulted in Plaintiff and the Classes not being paid all sick time wages owed.

17 35. The foregoing policies and practices are unlawful and create entitlement to recovery
18 by Plaintiff and the members of the Classes in a civil action for the unpaid amount of sick time
19 wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to
20 Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil
21 Procedure § 1021.5.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL VACATION WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 37. This cause of action is brought pursuant to Labor Code § 227.3 which provides that
27 Whenever a contract of employment or employer policy provides for paid vacations, and an
28 employee is separated without having used his or her vested vacation time, all vested vacation shall

1 be paid as wages at their final rate in accordance with such contract of employment or employer
2 policy respecting eligibility or time.

3 38. At all relevant times, Defendants maintained such a paid vacation policy, yet
4 Defendants failed to pay all vested and unused vacation time to Plaintiff and the members of the
5 Class at their respective final rates of pay at their time of separation. As such, Defendants have
6 violated Labor Code § 227.3.

7 39. Defendant failed to pay accrued vacation time, failed to pay vacation time at the
8 proper rate, failed to report accrued and paid vacation in wage statements, and failed to keep
9 accurate records of same.

10 40. Defendants' practice and uniform administration of corporate policy regarding
11 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
12 members of the Class in a civil action for the unpaid amount of wages, liquidated damages,
13 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
14 Code §§ 227.3, 558, 1194 *et seq.*, 1197.1, 1198, 1199 and Code of Civil Procedure § 1021.5.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

17 **(AGAINST ALL DEFENDANTS)**

18 41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 42. Labor Code 226(a) states in pertinent part the following:

20 “(a) An employer, semimonthly or at the time of each payment of wages, shall
21 furnish to his or her employee, either as a detachable part of the check, draft, or
22 voucher paying the employee's wages, or separately if wages are paid by personal
23 check or cash, an accurate itemized statement in writing showing (1) gross wages
24 earned, (2) total hours worked by the employee, except as provided in subdivision
25 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
26 employee is paid on a piece-rate basis, (4) all deductions, provided that all
27 deductions made on written orders of the employee may be aggregated and shown
28 as one item, (5) net wages earned, (6) the inclusive dates of the period for which
the employee is paid, (7) the name of the employee and only the last four digits of
his or her social security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity that is the

1 employer, and (9) all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee. . .”

3 43. As set forth above, during the relevant statutory, Defendants issued and continues to
4 issue wage statements to its employees including Plaintiff and members of the Wage Statement
5 Sub-Class which are inadequate under Labor Code § 226(a). Here, by failing to pay Plaintiff and
6 the Classes all sick pay at the “regular rate of pay,” Defendants failed to include the required
7 information on Plaintiff and the Wage Statement Subclass’ wage statements, including, but not
8 limited to, the gross wages earned, and the net wages earned in violation of Labor Code § 226a.

9 44. Defendants’ failure to comply with Labor Code § 226(a) was knowing and
10 intentional.

11 45. As a result of Defendants’ issuance of inaccurate itemized wage statements to
12 Plaintiff and members of the Wage Statement SubClass in violation of Labor Code §
13 226(a), Plaintiff and members of the Wage Statement Sub-Class are each entitled to recover an
14 initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an
15 aggregate penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Sub-Class
16 from Defendants pursuant to Labor Code § 226(e), costs and reasonable attorneys’ fees.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PAY TIMELY WAGES**

19 **(AGAINST ALL DEFENDANTS)**

20 46. Plaintiff realleges and incorporates by reference all previous paragraphs.

21 47. Labor Code section 200 provides that “wages” include all amounts for labor
22 performed by employees of every description, whether the amount is fixed or ascertained by the
23 standard of time, task, pieces, commission basis, or other method of calculation. Labor Code
24 section 204 states that all wages earned by any person in any employment are payable twice during
25 the calendar month and must be paid not more than seven days following the close of the period
26 when the wages were earned.

48. Labor Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a penalty of \$100 for any initial failure to timely pay each employee's full wages and \$200 for each subsequent violation, plus 25% of the amount unlawfully withheld.

49. Here, as a result of failing to pay all sick pay wages that the “regular rate of pay,” Defendants failed to fully pay Plaintiff and the other Class Members as required by Labor Code § 204.

50. Defendants' pattern, practice, and uniform administration of its corporate policy of illegally delaying employee's compensation, as described herein, is unlawful and entitles Plaintiff and the other Class Members to recover, pursuant to Labor Code § 218, the unpaid balance of the compensation owed to them in a civil action and any applicable penalties, attorney fees, and interest owed to them pursuant to Labor Code §§ 210 and 218.5.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

52. The actionable period for this cause of action is three years prior to the filing of this Complaint through the present, and on-going until the violations are corrected or the class is certified.

53. Sections 201 and 202 of the Labor Code require Defendants to pay all compensation due and owing to Plaintiff and the Waiting Time Penalty Class during the actionable period for this cause of action at or around the time that their employment is or was terminated or ended.

54. Section 203 of the Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

55. Defendants willfully failed to pay Plaintiff and the Waiting Time Penalty Class for sick pay wages due at the “regular rate of pay” upon termination or separation from employment with Defendants as required by Labor Code §§ 201 and 202.

56. As a result, Defendants are liable to Plaintiff and the Waiting Time Penalty Class for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Penalty Class pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION BUSINESS & PROFESSIONS CODE § 17200 *et seq.*

(AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

58. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay for all sick pay due at the “regular rate of pay,” and by failing to provide accurate itemized wage statements, and by failing to timely pay during employment and failure to pay Plaintiff and members of the Waiting Time Penalty Class all earned wages at the time of their separation.

59. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable California wage and hour laws.

60. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

61. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly non-exempt employees, and to enforce

1 important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of
2 attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

3 **SEVENTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **(Labor Code § 2698 *et seq.*)**

6 **(AGAINST ALL DEFENDANTS)**

7 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 63. Defendants have committed several Labor Code violations against Plaintiff and other
9 non-exempt employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §
10 2698 *et seq.*, acting on behalf of himself and other non-exempt employees, bring this representative
11 action against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt
12 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
13 including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent
14 violation per employee per pay period for those violations of the Labor Code for which no civil
15 penalty is specifically provided based on the following Labor Code violations:

16 a. Failing to pay all sick pay at the "regular rate of pay" in violation of Labor Code §§
17 246, 558, 1194.2, 1197.1, 1198, and 1199;

18 b. Failing to pay all vested and unused vacation time at the "regular rate of pay" to
19 members in violation of Labor Code §§ 227.3, 1194.2, 1197.1, 1198, and 1199;

20 c. Failing to timely pay wages during employment in violation of Labor Code §§ 204
21 and 210;

22 d. Failing to timely compensate Plaintiff and other non-exempt employees with all
23 earnings at their separation of employment in violation of Labor Code §§ 201-203; and

24 e. Failing to furnish Plaintiff and other non-exempt employees with complete, accurate,
25 itemized wage statements in violations of Labor Code § 226(a).

26 f. In sum, Defendant (1) failed to provide paid sick leave, failed to pay sick leave at the
27 regular rate, failed to properly report paid sick leave accruals and payments in wage statements, and
28 failed at related recordkeeping; (3) failed to pay accrued vacation time, failed to pay vacation time

1 at the proper rate, failed to report accrued and paid vacation in wage statements, and failed at
2 related recordkeeping; (4) failed to provide accurate itemized wage statements in violation of Labor
3 Code sections 226(a)(1)-(9); (5) failed to provide timely payment of final wages in violation of
4 Labor Code sections 201-203, or pay the related penalties; and (6) failed to provide timely wage
5 payments to current employees in violation of Section 204 of the Labor Code.

6 64. On or about February 28, 2023, Plaintiff notified Conam Management Corporation,
7 via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its
8 website of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with respect to
9 violations of the California Labor Code identified in Paragraph 82 (a)-(e). Now that sixty-five days
10 have passed from Plaintiff notifying Defendant and the LWDA of these violations, Plaintiff will
11 have exhausted his administrative requirements for bringing a claim under the Private Attorneys
12 General Act with respect to these violations.

13 65. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect their interests and the interests of other non-exempt employees, and to assess and collect the
15 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which
16 he is entitled to receive under California Labor Code § 2699.

17
18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
20 this suit is brought against Defendants, as follows:

- 21 1. For an order certifying the proposed Classes;
- 22 2. For an order-appointing Plaintiff as representative of the Classes;
- 23 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 24 4. Upon the First Cause of Action, for payment of all unpaid sick pay wages and
25 penalties according to proof pursuant to Labor Code § 246 *et seq.*, and for reasonable attorneys’
26 fees and costs;
- 27 5. Upon the Second Cause of Action, for compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code § 227.3, 1194.2, 1197.1, 1198, and

1 1199

2 6. Upon the Third Cause of Action, penalties pursuant to Labor Code § 226(a), and
3 reasonable costs and attorneys' fees;

4 7. Upon on the Fourth Cause of Action, penalties as proscribed by Labor Code § 210
5 and for reasonable attorneys' fees and costs under Labor Code § 218.5;

6 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
7 Labor Code §§ 201-203.

8 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
9 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
10 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

11 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other non-
12 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code
13 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
14 subsequent violation per employee per pay period for those violations of the Labor Code for which
15 no civil penalty is specifically provided under the Labor Code

16 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
17 Code § 218.6 and Civil Code §§ 3287 and 3289;

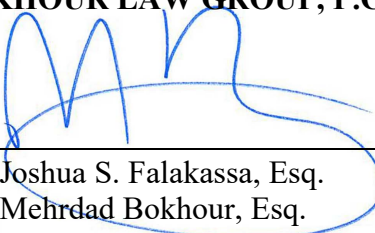
18 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
19 218.5, 226, and Code of Civil Procedure § 1021.5; and

20 13. For such other and further relief, the Court may deem just and proper.

21 14.

22 Dated: June 8, 2023

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

23
24 By: 

25 Joshua S. Falakassa, Esq.

26 Mehrdad Bokhour, Esq.

27 Attorneys for Plaintiff and the Putative Classes
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On July 17, 2023, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

B. Allison Borkenheim, Esq.
aborkenheim@littler.com
Carrie A. Stringham, Esq.
cstringham@littler.com
Charles J. Urena, Esq.
curena@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101

**Counsel for defendant Conam
Management Corporation**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 17, 2023, at Los Angeles, California.



Carlos Garcia